

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

Re: The Standard for Determining Joint-Employer Status

RIN 3142-AA13

Comments of the American Federation of Labor & Congress of
Industrial Organizations (AFL-CIO)

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The American Federation of Labor and Congress of Industrial Organizations (AFL-CIO) is a federation of 55 national and international unions representing over 12.5 million working people. The AFL-CIO urges the National Labor Relations Board not to proceed with the proposed rule set forth in its Notice of Proposed Rule Making (NPRM) concerning “The Standard for Determining Joint-Employer Status.” 83 Fed. Reg. 46681 (Sept. 14, 2018).

The Board should not proceed with the proposed rule because (1) the Board has not stated an adequate justification for proceeding via rulemaking rather than adjudication in this area; (2) the Board has not stated an adequate justification for departing from the standard articulated in *Browning Ferris Industries of California, Inc. (BFI)*, 362 NLRB No. 186 (2015), or for the proposed rule; (3) the proposed rule is inconsistent with the common law, and its departures from the common law are not adequately explained or justified; (4) the Board has not performed an adequate Regulatory Flexibility Act analysis; and (5) the rulemaking process violated the Administrative Procedure Act (APA) and it is likely that a final rule also will violate the APA.

I. THE BOARD HAS NOT STATED AN ADEQUATE JUSTIFICATION FOR PROCEEDING VIA RULEMAKING RATHER THAN ADJUDICATION IN THIS AREA

Since its creation in 1935, the Board has proceeded to define the statutory terms employer and employee, to develop the concept of joint employment, and to apply the concept of joint employment in all contexts through adjudication. Indeed, other than adopting rules governing procedures in representation, unfair labor practice, and other cases,¹ the Board has chosen to apply the National Labor Relations Act (NLRA or the Act) almost exclusively via adjudication. *See generally Nat’l Ass’n of Mfrs. v. NLRB*, 717 F.3d 947, 949 (D.C. Cir. 2013)

¹ *See generally* 29 CFR §§ 101.2–101.43, 102.1–102.97.

(“From its inception in 1935, the Board has exhibited a negative attitude toward setting down principles in rulemaking, rather than adjudication.” (internal quotation marks omitted)); *id.* (noting that despite the Board’s broad rulemaking authority under section 6 of the NLRA, the Board has used rulemaking as a means of announcing policy “on only a few occasions” prior to 1989, when it adopted a rule concerning appropriate bargaining units in acute care hospitals). The only limited exception is the rule governing appropriate bargaining units in acute care hospitals. *See* 29 CFR § 103.30; *Nat’l Ass’n of Mfrs.*, 717 F.3d at 949; *see also Am. Hosp. Ass’n v. NLRB*, 499 U.S. 606, 608 (1991) (“For the first time since the [NLRB] was established in 1935, the Board has promulgated a substantive rule . . .”). But there, the Board acted in an area closely tied to representation case procedures and there was also a conflict among the courts of appeals over the propriety of the standards the Board had adopted through adjudication, in stark contrast to here where no court has rejected the standard announced in *BFI*. *See Collective-Bargaining Units in the Health Care Industry*, 52 Fed. Reg. 25142 (proposed July 2, 1987) (“[T]o this day there is no one, generally phrased test for determining appropriate units in this industry that has met with success in the various circuit courts of appeal, and, unfortunately, parties have no clear guidance as to what units the Board and courts will ultimately find appropriate.”).² The Board has not stated an adequate justification for its abrupt departure from this 83 years of virtually uniform prior practice.

In the NPRM, the Board advances three reasons for proceeding via rulemaking, but none of them justifies proceeding via rulemaking in this specific area.

² The Board also adopted a rule requiring employers to post a notice informing employees of their rights under the National Labor Relations Act, *see* 29 CFR § 104.201 *et seq.*, but the rule was struck down, *see Nat’l Ass’n of Mfrs.*, 717 F.3d at 964, and has not been re-promulgated.

A. Public-Input

First, the Board states that rulemaking permits greater public input. *See* 83 Fed. Reg. at 46686. But even assuming that is true, it does not explain why rulemaking is appropriate here when rulemaking has not been and is not being used in the myriad other areas that the Board regulates via adjudication. Moreover, the Board’s statement rings hollow given that two of the three members of the majority that voted to issue the NPRM were part of the majority in *Hy-Brand Industrial Contractors, Ltd. (Hy-Brand I)*, 365 NLRB No. 156 (2017), which overruled *BFI* in the absence of any request from any party to do so and in sharp departure from the Board’s ordinary practice of requesting briefing from interested parties under such circumstances—*i.e.*, in the absence of any public input. *See id.*, slip op. at 35 (Members Pearce & McFerran, dissenting). Nor is the asserted public-input rationale for proceeding by rulemaking consistent with the Board’s actions in this rulemaking proceeding, where the Board has failed to engage in any manner of meaningful public outreach to affected entities, such as by holding a public hearing, even in the face of the requirements of the Regulatory Flexibility Act that it do so. *See infra* at pp. 50–53.

B. Use of Hypotheticals and Greater Certainty

Second, the Board states that rulemaking will permit a more complete explanation of the adopted standard through the use of “hypothetical scenarios” and thus give parties greater certainty about how the law will be applied. 83 Fed. Reg. at 46686. Again, even assuming that is true, it does not explain why rulemaking is appropriate here when it has not and is not being used in the myriad other areas that the Board regulates via adjudication. Furthermore, the Board has often done exactly the same thing in adjudicating specific cases. *See, e.g., The Boeing Co.*, 365 NLRB No. 154, slip. op. at 3–4, 15–16 (2017); *Stericycle, Inc.*, 357 NLRB 582, 585–87

(2011). Nothing prevents the Board from providing precisely the same form of guidance through hypotheticals in any decision. And the NPRM gives no indication of how much weight should be accorded the hypotheticals or if they should be accorded more weight than similar hypotheticals posed in Board decisions. Instead, the NPRM simply states that the examples “help clarify” the meaning of the terms in the proposed rule and “are intended to be illustrative.” 83 Fed. Reg. at 46687. Thus, they appear to have no more weight than any other parts of the Board’s explanation of the rule in the NPRM and no more weight than examples used to illustrate the scope of an adjudicatory holding.

Moreover, unlike decisions in actual cases, the examples in the NPRM do not actually provide useful guidance for several reasons. Because each example in the NPRM involves only a single factor (*e.g.*, Example 1 involves only the existence of a cost-plus contract, 83 Fed. Reg. at 46697), while actual cases, like *BFI* itself, almost always involve multiple factors that must be weighed, the examples in the NPRM provide little useful guidance to parties facing real fact patterns. Similarly, the NPRM’s admission that “[t]hese examples are intended to be illustrative and not as setting the outer parameters of the joint-employer doctrine established in the proposed rule,” 83 Fed. Reg. at 46687, demonstrates that the examples have limited value given that it is the precise contours of “the outer parameters” of any doctrine that are the sources of most uncertainty. The Board’s own General Counsel made clear in his comments in response to the NPRM that the examples are insufficient to provide meaningful guidance and that construction via adjudication will remain essential. “To provide better guidance and more consistency in analyzing these relationships, the Board will certainly need to provide more granular, nuanced, and useful indications of the exact parameters of the joint employer definition in the final rule itself, in comments or explanation attendant to the rule, or in future adjudication or rulemaking.”

Office of the General Counsel, NLRB, Comment on Proposed Rule Regarding Standard for Determining Joint-Employer Status at 12 (Dec. 10, 2018),

<https://www.regulations.gov/document?D=NLRB-2018-0001-8476>.

Rulemaking will thus not eliminate the need for elaboration through adjudication. Indeed, continuing to apply the doctrine through adjudication would sustain and further elaborate a large body of binding precedents that give meaningful guidance to interested parties while proceeding through rulemaking will throw the continued validity of that entire body of jurisprudence into question because the Board does not state which precedents would remain valid and which would be overturned (other than *BFI*).

In addition, while the Board specifically suggests that the use of hypothetical scenarios via rulemaking will provide parties with “greater ‘certainty beforehand’” in relation to “what constitutes the actual exercise of substantial direct and immediate control,” 83 Fed. Reg. at 46686 (quoting *First Nat’l Maint. Corp. v. NLRB*, 452 U.S. 666, 679 (1981)), the standard proposed in the NPRM would do the opposite for at least two reasons. First, the proposal to completely ignore reserve control removes a clear criteria that is wholly within the parties’ control in advance of any allegation of joint employment and that therefore leads to a predictable result. In the place of this controllable and clear criteria, the proposal would substitute a highly fact-specific standard—requiring evidence of actual practice, often by downstream agents of the parties who are not easily controlled by their principals.

The Supreme Court’s rejection of an actual control test in favor of a reserve control test in the context of a dispute over copyright ownership in *Community for Creative Non-Violence v. Reid*, 490 U.S. 730 (1989), was supported by just such a concern about predictability: “To the extent that petitioners endorse an actual control test,” the Court observed, their

construction “prevents” the parties from “planning” based on a clear understanding of who will own a copyright based on the work-for-hire doctrine. *Id.* at 750. There, like here, rejecting a clear standard that is subject to the parties’ control in favor of one dependent on the actual practice of the parties’ agents “would impede Congress’ . . . goal . . . of enhancing predictability and certainty.” *Id.* at 749.

Second, as we explain more fully below, *see infra* at pp. 22–36, the proposed rule would create a multi-factor test using undefined terms, most of which describe a quality of control over terms and conditions of employment that falls along a continuum (*e.g.*, “substantial,” “limited,” “routine”) without specifying where along the continuum the line between relevance and irrelevance should be drawn. Thus, far from eliminating the need for case-by-case adjudication, the proposed rule will multiply the need for clarification via adjudication.

C. Promotion of Stability

Third, the Board states that the rule will permit covered parties to “plan their affairs free of the uncertainty that the legal regime may change on a moment’s notice.” 83 Fed. Reg. at 46686. Again, this rationale applies in every area or, at least, in every area of controversy, and thus provides no rationale for proceeding via rulemaking here. Moreover, the opposite is true for two reasons. First, overruling *BFI* barely more than three years after it was decided can hardly be said to contribute to stability in the law. Second, the Board’s unprecedented foray into rulemaking removes the most significant break on the oscillation of Board policy that has been criticized by many scholars, parties, and Board members—the need to wait for an actual controversy to arise and for a party to ask the Board to overrule precedent before doing so. The Board’s proposed action here threatens to open the floodgates of policy oscillation, as a new

majority can proceed at will via rulemaking to reverse precedents established via adjudication as the majority is doing here.

* * *

Absent an articulated, compelling justification for the Board's abrupt departure from its prior practice of proceeding via adjudication outside the regulation of Board procedures, it is fair to assume that the Board proceeded via rulemaking here in an attempt to avoid the ethical issues that forced the Board to vacate its own prior decision overturning *BFI* in *Hy-Brand I*. See *Hy-Brand Industrial Contractors, Ltd. (Hy-Brand II)*, 366 NLRB No. 26, slip op. at 1 (2018). In *Hy-Brand II*, the Board vacated its prior decision on the grounds that "member Emanuel is, and should have been, disqualified from participating in this proceeding." *Ibid*. That was and is the case because Member Emanuel's former law firm represents one of the Employer-Respondents in *BFI*.³

The NPRM gives a narrow reading of the ethical standards applicable to Board Members in order to suggest that the conflict that existed in *Hy-Brand* is not cognizable here because "a rulemaking of general scope is not regarded as a 'particular matter' for [disqualification] purposes," 83 Fed. Reg. at 46687 n.13 (citing 5 CFR § 2635.402). *But see* Exec. Order No. 13770, § 1.6, 82 Fed. Reg. 9333 (Feb. 3, 2017) (requiring that Board Members and other federal officials pledge that "I will not for a period of 2 years from the date of my appointment participate in any particular matter involving specific parties that is directly and substantially

³ See Memorandum from David P. Berry, NLRB Inspector General, to Chairman Kaplan and Members McFerran and Pearce 1 (Feb. 9, 2018), available at https://www.nlr.gov/sites/default/files/attachments/basic-page/node-1535/OIG%20Report%20Regarding%20Hy_Brand%20Deliberations.pdf; see also *Browning-Ferris Indus. of Cal. v. NLRB (BFI)*, No. 16-1028, 2018 U.S. App. LEXIS 36706, at *19 (D.C. Cir. Dec. 28, 2018).

related to my former employer or former clients, including regulations . . .”) In fact, precisely the same conflict that existed in *Hy-Brand* exists here because Board counsel represented to the D.C. Circuit in *BFI* that a “reasonable reading” of Supreme Court precedent would suggest that the rule would apply in *BFI* itself if the rule simply returned the joint employer standard to that which existed prior to *BFI*. See Oral Argument at 13:25–15:20, *Browning-Ferris Indus. of Cal. v. NLRB (BFI)*, No. 16-1028 (D.C. Cir. July 3, 2018), [https://www.cadc.uscourts.gov/recordings/recordings2018.nsf/C76C6607D89B97B4852582BF005200C2/\\$file/16-1028.mp3](https://www.cadc.uscourts.gov/recordings/recordings2018.nsf/C76C6607D89B97B4852582BF005200C2/$file/16-1028.mp3). That is what the proposed rule largely does. Thus, the Board’s counsel has effectively represented to the court that the proposed rule would likely not simply reject the standard adopted in *BFI*, but actually overturn the original decision in *BFI*, a case in which Member Emanuel’s former law firm represents a party. Member Emanuel’s participation in this proceeding violates the ethical standards no less than his participation in *Hy-Brand*.

Moreover, there can be no doubt that proceeding through rulemaking immediately on the heels of vacating the *Hy-Brand* decision and achieving the same result, at a minimum, creates the appearance of a violation of the applicable ethical standards. See 5 U.S.C. § 2635.101(b)(14). The NPRM issued less than seven months after the original decision in *Hy-Brand I* was vacated, and Chairman Ring announced that the Board would address the matter through rulemaking four months earlier, see NLRB Press Release, NLRB Considering Rulemaking to Address Joint-Employer Standard (May 9, 2018), <https://www.nlr.gov/news-outreach/news-story/nlr-considering-rulemaking-address-joint-employer-standard> [hereinafter NLRB Press Release (May 9, 2018)]. The rush to rulemaking in order to avoid, as a formal matter, the conflict that arose in *Hy-Brand* creates the appearance of a conflict of interest.

Notably in this regard, while the NPRM contains a heading titled, “Impact Upon Pending Cases,” 83 Fed. Reg. at 46685, neither that section of the NPRM nor any other section expressly states what a final rule’s impact on pending cases, including *BFI*, will be. It appears that the Board deliberately omitted addressing the key question of whether the proposed rule would have the effect of overturning *BFI* as well as rejecting its standard.

Attempting to avoid recusal obligations is not an adequate justification for rulemaking. Indeed, engaging in rulemaking as an end-run around a Board Member’s recusal obligations would exceed the Board’s authority under Section 6 of the NLRA, for such rulemaking is not, under any reasonable understanding of the term, “necessary” to carry out the provisions of the Act. *See* 29 U.S.C. § 156.

II. THE BOARD HAS NOT STATED AN ADEQUATE JUSTIFICATION FOR DEPARTING FROM THE *BFI* STANDARD OR FOR THE PROPOSED RULE

A. The Board Has Insufficient Experience Applying the *BFI* Standard to Justify Rejecting or Altering the *BFI* Standard

The Board lacks a reasoned basis for the proposed rule because it has had insufficient experience applying the *BFI* standard and the experience that exists provides no basis for altering the standard. The Board issued the *BFI* decision on August 27, 2015—barely more than three years prior to the issuance of the NPRM and less than three years before the Chairman announced to members of Congress that the Board would promulgate a rule governing joint employment. *See* NLRB Press Release (May 9, 2018). Since *BFI* was decided, the Board has only decided a small handful of cases applying the standard. For that reason, the Board simply cannot determine at this time whether any modifications of the standard are necessary. *See SEC v. Chenery Corp.*, 332 U.S. 194, 202 (1947) (explaining that when an agency lacks “sufficient experience with a particular problem to warrant rigidifying its tentative judgment into a hard and

fast rule,” it “must retain power to deal with the problem[] on a case-by-case basis if the administrative process is to be effective”).

Tellingly, the NPRM reveals that the Board identified all of the representation and unfair labor practice cases in which a joint employment relationship was alleged between January 1, 2013, and December 31, 2017—two and a half years before *BFI* was decided and two and a half years after. *See* 83 Fed. Reg. at 46693. But the NPRM does *not* state how many of those cases arose before and after *BFI*, respectively, or how many proceeded to adjudication under the *BFI* standard. Nor does the NPRM state that *BFI* led to more allegations of joint employment, to different types of allegations of joint employment, or to more complex or difficult allegations of joint employment, even though that information could have been easily derived from the list created by the Board.⁴ In short, the NPRM wholly fails to analyze the processing of allegations of joint employment by the Board before and after *BFI* was decided, even though that is the key matter at issue in this rulemaking proceeding and even though the Board itself has access to and, indeed, actually identified the necessary data. *See Portland Cement Ass’n v. Ruckelshaus*, 486 F.2d 375, 393 (D.C. Cir. 1973) (“It is not consonant with the purpose of a rule-making proceeding to promulgate rules on the basis of inadequate data, or on data that, to a critical degree is known only to the agency.”).

⁴ We filed a Freedom of Information Act request for the data underlying these factual assertions in the NPRM. The Board produced a spreadsheet containing the number, name, and filing date for all cases involving allegations of joint employment filed between January 7, 2013, and December 18, 2017. *See* Appendix 1. Our analysis of the spreadsheet reveals that there were 738 cases filed alleging joint employment between May 27, 2013 and August 27, 2015 (*i.e.*, during the 27-month period before *BFI* was decided), and 770 total cases between August 27, 2015, and November 27, 2017 (*i.e.*, the 27-month period after *BFI* was decided). The 32 case difference is not significant, particularly since the number of joint-employment cases was trending up in the two years *before* *BFI* (from 341 to 345) but trended down in the two years after *BFI* (from 408 to 313)—with the lowest number of cases in the second year after *BFI* (313).

1. Board Decisions

Our research reveals that the Board has resolved only a handful of joint employment allegations since *BFI* was decided. The Board has cited *BFI* in only 16 cases. *See* Appendix 2. And in 13 of those 16 cases, the *BFI* standard was not applied in any manner. *See id.* Thus, the Board has only applied *BFI* in three cases to date. None of these cases suggest that any of the concerns expressed in the NPRM or by the dissent in *BFI* have materialized. Nor do they provide any basis for the rulemaking. In fact, in one of the three cases, the Board applied *BFI* and determined the alleged joint employer was not, in fact, a joint employer. *See DirectSat USA, LLC*, 366 NLRB No. 40 (2018).

In *Retro Environmental, Inc.*, 364 NLRB No. 70 (2016), the *BFI* standard was applied to find that a user employer was a joint employer of a supplier employer's employees under circumstances that were frequently the source of pre-*BFI* joint employer allegations and findings. *See id.*, slip op. at 2 ("Retro's superintendent determines the sequence of work, oversees the work, and directs the day-to-day activities of both Retro's solely employed employees and those employees leased to Retro by Green JobWorks. Retro's foreman provides more detailed instructions. Retro determines the start and end times of breaks, and Retro is responsible for keeping track of the employees' hours. Retro also provides the necessary equipment to perform the assigned work on site."). Notably, the decision was summarily affirmed by the Fourth Circuit. *See NLRB v. Retro Environmental, Inc.*, No. 18-1245 (4th Cir. Sept. 19, 2018).

Similarly, in the most recent Board decision, *Orchids Paper Products Co.*, 367 NLRB No. 33 (2018), the Board affirmed an administrative law judge's finding that a paper mill was a joint employer of employees supplied by a staffing company where the judge found that the staffing company did not supply on-site supervisors and all daily work assignments and direction

came from mill employees. *Id.*, slip op. at 4, 20. Two of the three Members who decided the case, Members Kaplan and Emanuel, expressly stated “that the result would be the same under the joint employer standard overruled in [*BFI*].” *Id.* at 4 n.14. In other words, the Board’s post-*BFI* jurisprudence is unremarkable and entirely consistent with its pre-*BFI* jurisprudence.

In fact, the few Board decisions that have applied *BFI* directly refute criticisms of the decision. Critics argued that *BFI* would turn every purchaser of services into a joint employer of the service providers’ employees. *See, e.g., BFI*, 362 NLRB No. 186, slip op. at 44 (Members Miscimarra & Johnson, dissenting); *Hy-Brand I*, 365 NLRB No. 156, slip op. at 118. But in *DirectSat USA*, where the Board considered a union information request for the service agreement between Respondents DirectSat and DirecTV in order to determine if they were joint employers, the Board concluded that “[t]he mere existence of a service contract between two companies is not a sufficient basis to reasonably believe they might be joint employers. If it were, then every agreement between an employer and a subcontractor would be deemed relevant to the question of joint employer status, based upon nothing more than the contract’s existence.” 366 NLRB No. 40, slip op. at 6. Even after the union obtained DirecTV’s performance standards for DirectSat, the Board found that “nothing therein suggested DirecTV had any control over how the Respondent [DirectSat] went about meeting those standards.” *Ibid.* In other words, not only was a service contract between the two entities not sufficient to establish joint employment or even a “reasonable belief” that a joint employment relationship existed, the imposition of performance standards on the service provider was similarly insufficient.

Critics also argued that *BFI* would dramatically expand the number of relationships that would be deemed joint employment relationships regardless of the precise facts at issue. *See BFI*, 362 NLRB No. 186, slip op. at 22–23, 26, 36–37, 41–42, 47 (Members Miscimarra &

Johnson, dissenting); *Hy-Brand I*, 365 NLRB No. 156, slip op. at 4–5, 18–19, 30. But in *Retro Environmental* and *Green JobWorks, LLC*, Case 05-RC-154596, the Board and the Regional Director considered the relationships between the same labor supply agency, Green JobWorks, and several different user employers and reached opposite conclusions concerning joint employment. Far from *BFI* leading to the conclusion that all users are joint employers of supplier employers’ employees, these two cases illustrate that *BFI* requires consideration of all the facts, as the common law also requires, and can lead to different results even in relation to the same supplier. In *Retro Environmental*, the Board found that Retro, the user, was a joint employer because “Retro’s superintendent determines the sequence of work, oversees the work, and directs the day-to-day activities of both Retro’s solely employed employees and those employees leased to Retro by Green JobWorks. Retro’s foreman provides more detailed instructions. Retro determines the start and end times of breaks, and Retro is responsible for keeping track of the employees’ hours. Retro also provides the necessary equipment to perform the assigned work on site.” 364 NLRB No. 70, slip op. at 2. But in *Green JobWorks*, the Regional Director found that the user was not a joint employer, despite a contract with Green JobWorks that provided for payment of a set amount to Green JobWorks for different tasks and despite some evidence of direct supervision of Green JobWorks’ employees by user personnel when Green JobWorks retained the right to pay its employees more than it was being reimbursed. *See* Decision and Direction of Election at 8–13, *Green JobWorks, LLC*, Case 05-RC-154596 (Oct. 21, 2015). Accordingly, the post-*BFI* Board decisions provide no rationale for departing from the *BFI* standard. In fact, they undermine criticism of *BFI*.

Nor can it be argued that cases are in the pipeline that reveal problems with the *BFI* standard but have simply not yet reached the Board. Even expanding the search to include

Administrative Law Judge (ALJ) and Regional Director (RD) decisions as well as General Counsel Advice Memoranda and Appeals Determinations citing *BFI*, we find only seven ALJ and seven RD decisions and nine General Counsel actions. *See* Appendix 2. These cases also reveal no change in the nature of joint employer allegations post-*BFI* and no novel outcomes.

2. Regional Director Decisions

In seven of the eight RD decisions citing *BFI*, the RD found no joint employment in relation to some or all of the employees at issue. *See* Decision and Order at 11–15, *Akima Global Servs., LLC*, Case 03-RC-161373 (Nov. 6, 2015) (supplier employers’ armed security guards jointly employed by user security contractor, but unarmed security guards not jointly employed); Decision and Direction of Election at 7–13, *Bannum Place of Saginaw, LLC*, Case 07-RC-205632 (Oct. 31, 2017) (Bureau of Prisons not joint employer of firm that supplied social service coordinators, case managers, and counselor aides); Decision and Order at 15–17, *Douglas Emmett Mgmt., LLC*, Case 31-RC-203488 (Sept. 13, 2017) (property management firm joint employer of maintenance engineers supplied by one firm but not those supplied by second firm); *Green JobWorks* (discussed *supra*); Decision and Direction of Election at 2–7, *Healthcare Serv. Grp., Inc.*, Case 21-RC-224993 (Sept. 5, 2018) (nursing home not joint employer of supplier employer’s dietary, housekeeping, and laundry service employees); Decision and Order at 1, 4–5, 10, *MGM Resorts Int’l*, Case 28-RC-190984 (Jan. 27, 2017) (MGM not joint employer of supplier firm’s security guards working at its hotel and casino); Decision and Order at 1, 6–8, *Prof’l Drywall Concepts Inc.*, Case 09-RC-199625 (June 23, 2017) (general contractor not joint employer of drywall subcontractors’ employees).

Moreover, in the three cases in which the RD found a joint employment relationship as to at least some of the employees at issue, the claims of joint employment were not novel and the

evidence was clearly sufficient to demonstrate joint employment under any standard. In the only case in which a RD applied *BFI* to find all the employees at issue to be jointly employed—*Retro Environmental*—Retro, a construction firm providing demolition and asbestos abatement services, retained a labor supply firm, D&H, to provide employees. At the project sites, Retro supervisors “exclusively determine the nature and sequence of work, oversee the work, and direct the day-to-day activities of the D&H employees; indeed, D&H stipulated that its supervisors play no role in the supervision of D&H supplied employees.” Decision and Direction of Election at 11–12, *Retro Environmental, Inc.*, Case 05-RC-183442 (Nov. 18, 2016).

Similarly, in *Akima Global Services*, a security contractor directly supervised a supplier employer’s armed officers during the night shift and applied all of its own employment policies to the supplier’s employees. Decision and Order at 13–14, *Akima Global Servs.*, Case 03-RC-161373 (Nov. 6, 2015).

And in *Douglas Emmett Management*, a property management firm was found to be the joint employer of maintenance engineers supplied by another employer when the former “direct[ed] and assign[ed] the work of [the latter’s] engineers at the job site on a daily basis.” Decision and Order at 15, *Douglas Emmett Mgmt.*, Case 31-RC-203488 (Sept. 13, 2017).

Like the post-*BFI* Board decisions, the RD decisions do not reveal anything unusual, much less problematic, about the adjudication of joint employer allegations under *BFI*.

In fact, the RD decisions, like the Board decisions, directly dispel several of the concerns expressed in the NPRM and the dissent in *BFI*. Critics have argued that *BFI* would render general contractors joint employers of subcontractors’ employees, a result in tension with *NLRB v. Denver Building Trades Council*, 341 U.S. 675 (1951). See *BFI*, 362 NLRB No. 186, slip op. at 23, 36–37, 48 (Members Miscimarra & Johnson, dissenting); *Hy-Brand I*, 365 NLRB No. 156,

slip op. at 5, 19, 30. In *Professional Drywall Concepts*, however, the RD applied the *BFI* standard to the relationship between a general contractor and the employees of drywall subcontractors and found that the general was not a joint employer of the employees. Decision and Order at 6, *Prof'l Drywall Concepts*, Case 09-RC-199625 (June 23, 2017). Specifically, the RD found that the general contractor's requirement that all employees attend a safety training, attend weekly safety meetings, perform daily "stretch and flex" routines, and wear certain safety clothing, and the general's contractual reservation of the right to discipline employees for safety violations, were "merely an extension of [the general's] continuing responsibility to maintain overall safety at the jobsite, typical of any general contractor on a construction site." *Id.* at 7. Similarly, the RD found that the general contractor's requirement that work on the project be performed during certain hours due to local noise ordinances was not indicative of joint employment when the subcontractors had "free reign over how to utilize their employees to accomplish the work." *Ibid.*; see also *Weis Builders, Inc. v. Operating Engineers Local 150*, No. 15-C-2619, 2017 U.S. Dist. LEXIS 16647, at *11–13 (N.D. Ill. Feb. 7, 2017) (distinguishing *BFI* in holding that general contractor was not the joint employer of operating engineers employed by its subcontractor).

3. Administrative Law Judge Decisions

Turning to the ALJ decisions citing *BFI*, only six have applied the *BFI* standard to find a joint employer relationship. See Appendix 2.⁵ Moreover, as in the Board and RD decisions, the

⁵ We do not include ALJ decisions later reviewed by the Board, since they are discussed above, unless the review led to summary affirmance on the joint employer issue.

ALJ decisions did not find joint employer relationships under novel factual circumstances and the evidence of common control of core terms and conditions of employment was overwhelming.

In *Campaign for the Restoration and Regulation of Hemp (CRRH)*, the evidence of common control of labor relations was so strong that the judge found the three entities at issue were a single employer, and the judge applied *BFI* to find joint employment only as an alternative holding. Decision at 3–4, *CRRH*, Case 19-CA-143377 (Dec. 17, 2015).

In *Global Precision Systems, LLC*, the judge found that an ICE contractor that contracted with another security firm to supply guards was a joint employer when its project manager was involved in all hiring and represented both firms in grievances at the first step, and the two firms' employees had identical wages, were subject to a single employee handbook, and were placed on a single seniority list regardless of their nominal employer. Decision and Order at 2–5, *Global Precision Sys.*, Case 28-RC-182671 (Sept. 26, 2016).

Similarly in *Oxford Electronics, Inc.*, the judge found that an airport service provider jointly employed “encoders” (who type codes into the baggage sorting system) supplied by two supplier employers because the two supplier employers provided no on-site supervisors and “essentially provide[d] only referral and payroll services.” Decision and Recommended Order at 23, *Oxford Elecs.*, Case 13-CA-115933 (May 31, 2017).

In *Preferred Building Services, Inc.*, the judge found a cleaning company to be the joint employer of a subcontractor cleaning company's employees where “employees of [the subcontractor] performed services under [the contractor's] actual control and direction and were hired, fired, and disciplined by [the contractor].” 366 NLRB No. 159, slip op. at 14 (2018).

In *Seven Seas Union Square, LLC*, the ALJ found a grocery store cooperative to be the joint employer of its member stores' employees when the cooperative retained counsel to

negotiate for all stores and the cooperative responded to grievances on behalf of the stores. Decision at 92–93, *Seven Seas Union Square*, Case 29-CA-164058 (Feb. 9, 2018).

Finally, in *Sprain Brook Manor Rehab, LLC*, the judge found that Sprain Brook, a nursing home, was the joint employer of the housekeeping and dietary employees as well as CNAs and LPNs provided to the home by supplier employers. 365 NLRB No. 45, slip op. at 39–44 (2017). The evidence for this was overwhelming. For example, the nursing supplier had no supervisory personnel on site. *Id.* at 43. Thus, “[t]he nursing staff accepted work assignments and schedule from . . . Sprain Brook management personnel.” *Ibid.* Sprain Brook’s director of nursing and HR assistant “interviewed and hired the nursing staff.” *Ibid.* Sprain Brook also “dictated to [the housekeeping and maintenance supplier] the employees that would be absorbed by [the supplier] and set the terms and benefits of their employment.” *Ibid.* The judge observed, “even under pre-*BFI Newby Island Recyclery* [precedent], joint-employer status was established.” *Id.* at 44. Thus, like the post-*BFI* Board and RD decisions, the ALJ decisions reveal nothing but continuity in the pre- and post-*BFI* joint employer jurisprudence.

Furthermore, like the Board and RD decisions, the ALJ decisions also refute criticisms of the *BFI* standard. Critics have argued that *BFI* renders all contractors that employ subcontractors joint employers of the subcontractors’ employees. *See supra* at p. 15. But in *Preferred Building Services*, the judge expressly stated that something more was required to render the contractor a joint employer. *See* 366 NLRB No. 159, slip op. at 14–15. In that case, the judge found the contractor to be a joint employer because “the preponderance of the evidence reveals a different relationship than a mere contractor/subcontractor agreement.” *Id.* at 15. Similarly, in *Sprain Brook*, the judge explained, “the relationship between a typical contractor/subcontractor is one in which the subcontractor undertakes to perform a particular task, as opposed to the situation

herein in which [the contractor] treated the arrangement as one in which [the subcontractors] jointly provided employees for [the contractor's] use.” 365 NLRB No. 45, slip op. at 40.

4. General Counsel Advice Memoranda and Appeals’ Determinations

Finally, while seven General Counsel memos cite *BFI*, only five actually apply the *BFI* standard. See Appendix 2.⁶ In one of those five cases, *H&M Construction Co.*, Case 15-CA-164416, the General Counsel found no joint employment relationship. See Advice Memorandum dated June 20, 2016.

Significantly, in *H&M Construction*, the General Counsel concluded that the terms of a service agreement between the operator of a paper mill and a firm hired to provide landfill services were not sufficient to establish that the mill jointly employed the landfill contractor’s employees. The General Counsel concluded:

The agreement requires H&M to have sufficient personnel onsite to ensure a smooth operation. It also requires H&M to have a day-shift crew on duty eight hours per day, five days a week, and shift workers operating on two 12-hour shifts, seven days a week. However, those provisions do not dictate the hours that any particular employee must work, and their purpose is to ensure only that H&M adequately provides the services for which it was retained by GP. Thus, these minimal staffing and scheduling requirements are insufficient to establish a joint employer relationship.

Id. at 10.

Thus, the General Counsel has applied *BFI* to find joint employment in only four cases. Like the Board, RD, and ALJ cases, there is nothing new or remarkable about the General Counsel’s findings. In *Telemundo Television Studios, LLC*, Case 12-CA-186493, the General Counsel found that talent managers were joint employers of guest actors and day players

⁶ While the General Counsel’s April 28, 2015 Advice Memorandum in *Nutritionality, Inc.*, Case 13-CA-134294, issued prior to the *BFI* decision, it is still significant because, after applying extant precedent, it applied the theory advanced by the General Counsel in *BFI* but nevertheless found that a franchisee and franchisor were not joint employers. *Id.* at 9–10.

supplied to a television studio where the managers recruited and hired the actors, codetermined their compensation, provided supervision on site when they supplied more than four actors to a project on any day, and purchased liability and workers compensation insurance covering the actors. Advice Memorandum dated June 13, 2017, at 3–5, 8–9.

In *Ashford TRS Nickel, LLC*, Case 19-CA-147032, the evidence of common control of labor relations was so strong that the General Counsel found that the owner of a hotel and a management firm were a single employer. Advice Memorandum dated Oct. 22, 2015, at 1, 3–5. Only as an alternative theory did the General Counsel instruct the region to allege joint employment under *BFI*. *Id.* at 1, 5–6.

In *Trump Entertainment Resorts, Inc.*, Cases 04-CA-143464, et al., the General Counsel merely reiterated his prior finding, under pre-*BFI* jurisprudence, that a “substantial creditor and investor” that was “publicly and privately involved in [a resort owner’s] negotiations with the Union” was a joint employer along with the owner of the resort. Advice Memorandum dated May 24, 2016, at 10.

Finally, in *Brooks Memorial Hospital*, Case 03-CA-148201, the General Counsel found that a hospital and pharmacy management company were joint employers of pharmacy technicians working in the hospital where the hospital had the right to remove technicians and had effectively requested discipline of a technician; the hospital regularly conveyed concerns about technicians’ performance to technicians through the pharmacy management company and a hospital manager had directly addressed concerns to technicians on at least one occasion; the hospital reimbursed technicians for a required certification test; and the hospital required technicians to participate in its continuing education programs. Advice Memorandum dated Nov. 3, 2015, at 1, 4–8.

Only two appeals' determination letters cite *BFI*.⁷ one found it irrelevant and the other affirmed a RD conclusion that a security contractor and client were joint employers under either the pre-*BFI* standard or the *BFI* standard. *See* Appendix 2.

This comprehensive review of all post-*BFI* cases clearly reveals that none of the specters raised in the dissent in that case have materialized. The NPRM characterizes *BFI* as adopting a "relaxed standard." 83 Fed. Reg. at 46687. But to date, *BFI* has not been applied to find any novel categories of employers to be joint employers.⁸ The NPRM states: "The last three years have seen much volatility in the Board's law governing joint employer relationships." 83 Fed. Reg. at 46682. But, in fact, the actual cases decided by the Board, RDs, and ALJs and reviewed by the General Counsel reveal nothing but continuity. *BFI* has not been applied to find franchisors and franchisees to be joint employers. *BFI* has not been applied to find general contractors and subcontractors to be joint employers. *BFI* has not been applied to permit what previously would have been unlawful secondary activity.

⁷ While we are not able to search for appeals' determinations citing *BFI*, the Board's response to our FOIA request provided only three determination letters. The third did not cite *BFI*, but affirmed the dismissal of joint employer allegations. *See* Letter from Director of Office of Appeals to Counsel for Charging Party dated Aug. 16, 2016, *Labor Plus, LLC*, Cases 28-CA-161779, et al.

⁸ The Board's misplaced concern about the *BFI* standard may be due to the fact that the NPRM does not actually consider the full standard. Nowhere in the NPRM does the Board acknowledge or analyze the fact that *BFI* established a two-prong standard. As the D.C. Circuit observed in *BFI*: "There is a second half to the Board's new test that bears mention." 2018 U.S. App. LEXIS 36706, at *53. If a common law employment relationship exists, the Board held, "the inquiry then turns to whether the putative joint employer possesses sufficient control over employees' essential terms and conditions of employment to permit meaningful collective bargaining." *BFI*, 362 NLRB No. 186, slip op. at 2. Nowhere does the Board analyze that second prong of the *BFI* standard and thus the NPRM does not explain why that limitation on the scope of joint employment relationships is insufficient to address any concerns about the *BFI* standard.

It is thus clear that the Board lacks adequate experience applying the *BFI* standard to determine if modification via rulemaking or otherwise is merited. In fact, an analysis of the Board's actual experience demonstrates that no modification of the standard is merited.

B. The Board's Rationale for the Proposed Rule Is Contradicted by Its Own Regulatory Flexibility Act Analysis

Critics of *BFI* have argued that its standard forces firms to adjust productive economic relationships, like franchisee-franchisor and user employer-supplier employer relationships, in order to avoid unwarranted findings of joint employment. *See BFI*, 362 NLRB No. 186, slip op. at 44–46 (Members Miscimarra & Johnson, dissenting); *Hy-Brand I*, slip op. at 26–28; *see also* Brief *Amici Curiae* of Coalition for a Democratic Workplace et al. at 20–21, *BFI*, 362 NLRB No. 186 (No. 32-RC-109684) (arguing that broadening of joint-employer standard would impede use of “cost-plus contracts and other types of outsourcing relationships [that] are currently and have historically been an integral feature of business operations in this country”). But, if that were true, overturning *BFI*, as proposed in the NPRM, would cause those firms to readjust their relationships once they were free of the alleged legal threat posed by *BFI*, with at least some transition costs. Yet the Board states that the rule will impose “no costs of modifying existing processes and procedures.” 83 Fed. Reg. at 46695. The finding that reversing *BFI* will not cause firms to readjust their relationships strongly suggests that *BFI* did not cause firms to adjust their relationships in the first place.

C. The Board Has Not Stated an Adequate Justification for Each Specific Element of the Proposed Standard

The Board has proposed a complex, multi-part test for assessing claims of joint employment. The elements of the test largely have the effect of limiting the forms of evidence

deemed relevant to joint employment. The Board must provide an adequate and separate justification for each element of the proposed test. It has not done so.

1. The Board Cannot Simply Revert to the Pre-*BFI* Joint Employer Standard Because Many Elements of That Standard Have Never Been Explained or Justified

It is not sufficient justification for the proposed rule to assert that the Board erred in *BFI* in altering the joint employer standard. That might justify departing from the *BFI* standard but it would not justify the proposed rule. Nor would it be sufficient to cite the case law overturned in *BFI*. That would not be sufficient because, in critical respects, the Board has never explained or justified elements of the standard articulated in the cases that were overturned in *BFI*. Thus, the Board must now independently justify each element of the standard it proposes.

The Board's decision dismissing the relevance of contractual rights to control terms and conditions of employment, as also proposed in the NPRM, did not explain or justify the change in the law. *See AM Property Holding Corp.*, 350 NLRB 998, 1000 (2007). Indeed, in *AM Property*, the Board cited only its own prior decision in *TLI, Inc.*, 271 NLRB 798 (1984), which actually did not address the issue at all, *see id.* at 798–99 (noting agreements' terms but not discussing issue further).

Similarly, the Board's decision introducing the “direct and immediate” requirement, also proposed in the NPRM, provided no explanation and cited no common law sources. *See Airborne Freight Co. (Airborne Express)*, 338 NLRB 597 (2002). Rather, *Airborne Express*, which introduced the “direct and immediate” limitation in a footnote, *see id.* at 597 n.1, also cited only the Board's own prior decision in *TLI*, which did not use that language at all, let alone justify it, *see* 271 NLRB at 798–99.

Finally, as with the earlier Board decisions concerning both the right to control and indirect control, the pre-*BFI* decisions dismissing evidence of direct control that can be characterized as “limited and routine,” as proposed in the NPRM, did not explain in any way the authority or rationale for discounting such evidence or cite anything to support it. *See Laerco Transp. & Warehouse*, 269 NLRB 324, 326 (1984) (finding that the supervision exercised by the user employer over the supplier employer’s employees was “so routine that it was insufficient to render them joint employers”); *TLI*, 271 NLRB at 799 (“[S]upervision and direction exercised . . . on a day-to-day basis is both limited and routine, and . . . does not constitute sufficient control to support a joint employer finding.”); *see also Southern Cal. Gas Co.*, 302 NLRB 456, 462 (1991) (affirming ALJ’s finding that the putative joint employer’s “orders and directions to the day shift employees were in the nature of routine directions” and that “such assignment or direction [did not] establish[] evidence of supervision”). Moreover, the pre-*BFI* decisions do not define the terms “limited” and “routine” or explain the relationship between them.

Thus, the Board must now provide a separate and independent justification for each element of the proposed standard and cannot simply cite the earlier decisions.

2. The Board Has Not Provided a Separate and Independent Justification for Each Element of the Proposed Standard

The proposed rule establishes a complex, multi-part standard for evaluating allegations of joint employment. The standard is based on a general qualifying condition, *i.e.*, the facts that must be proven to establish joint employment. But in the proposed rule text, the general qualifying condition is preceded, intersected, and followed by a number of limitations narrowing the proof that will be deemed sufficient to establish joint employment, even if the proof satisfies

the general qualifying condition. The Board has not adequately justified the choice of terms used in the general qualifying condition or any of the limitations.

To justify each term, the Board must explain its independent significance by describing situations in which the application of the term would be dispositive and why that result would be correct under the common law or the Act. The Board must do so because the courts, as well as the Board itself, will be required to presume that each term used in the final rule has a distinct meaning and that the Board did not intend any term to be mere surplusage. *See NRDC v. EPA*, 489 F.3d 1364, 1373 (D.C. Cir. 2007) (“EPA’s interpretation would make the words redundant and one of them ‘mere surplusage,’ which is inconsistent with a court’s duty to give meaning to each word used by Congress.”); *see also Babbitt v. Sweet Home Chapter of Cmty. for a Greater Or.*, 515 U.S. 687, 698 (1995) (“A reluctance to treat statutory terms as surplusage supports the reasonableness of the Secretary’s interpretation.”); *cf. Bailey v. United States*, 516 U.S. 137, 145 (1995) (“[W]e read § 924(c)(1) with the assumption that Congress intended each of its terms to have meaning. . . . Nothing here indicates that Congress, when it provided these two terms, intended that they be understood to be redundant. We assume that Congress used two terms because it intended each term to have a particular, nonsuperfluous meaning.”).⁹ Here, the Board has wholly failed to define, explain, or justify each term in the proposed rule.

⁹ While the cases cited above pertain to the interpretation of statutory language, the same principle applies to the interpretation of regulatory language. *See, e.g., Nat’l Ass’n of Home Builders v. Defs. of Wildlife*, 551 U.S. 644, 668–69 (2007) (rejecting as “implausible” an interpretation of a regulation that would render it “entirely superfluous,” and would assume that a particular term used therein is “mere surplusage,” because the Court has “cautioned against reading text in a way that makes part of it redundant”).

a. The General Qualifying Condition

The general qualifying condition proposed in the NPRM is that joint employers “share or codetermine the employees’ . . . terms and conditions of employment.” 83 Fed. Reg. at 46696. The common understanding of the term “employer” and the underlying policies of the NLRA support the general intent of the qualifying condition—if an entity determines employees’ terms and conditions of employment, separately or along with another entity, then the entity is the employees’ employer. But while the general intent of the qualifying condition is consistent with the common law, the actual terms used to describe the condition in the NPRM are not appropriate.

The proposed rule’s general qualifying condition provides that employers that “share . . . the employees’ . . . terms and condition of employment” are joint employers. But it is not clear what it means for an employer to “share” employees’ terms of employment. The qualifying condition should be revised to provide that employers are joint employers of a set of employees if the employers “each, separately determine some of the employees’ terms and conditions of employment, or share in determining or codetermine any of the employees’ . . . terms and conditions of employment.”

As rewritten, the general qualifying condition would be consistent with the common law and would further the policies of the Act by permitting employees to potentially bargain with any entity that determines, alone or with another employer, any of their terms and conditions of employment. The current proposal, however, uses inappropriate terms to describe the basic qualifying condition. Moreover, as discussed below, the proposal also imposes multiple limitations on the proof sufficient to establish joint employment, which are not separately and independently justified.

b. The Limitations on Relevant Evidence

i. Essential Terms and Conditions

The NPRM's proposed rule interposes the limiting term "essential" in the middle of the basic qualifying condition. *See* 83 Fed. Reg. at 46696. Under the proposed rule, an entity is not an employer of employees, even if it controls some of the employees' terms and conditions of employment, if those terms and conditions are not "essential." In fact, an entity may determine multiple terms and conditions of employment and still not be deemed an employer if none of the terms are deemed essential under the proposed rule.

This limitation is inconsistent with Section 8(a)(5) and (d) of the NLRA, which together impose an obligation on employers to bargain in good faith "with respect to wages, hours, and other terms and conditions of employment." 29 U.S.C. § 158(d); *see id.* § 158(a)(5). In other words, the Act does not limit the duty to bargain to "essential" terms and conditions of employment, and it would be inappropriate for the Board to smuggle that limitation in through the backdoor via its definition of joint employment.

The limitation is also inconsistent with the Act's underlying policies, as articulated by the Board in *Management Training Corp.*, 317 NLRB 1355 (1995). In that case, the Board decided not to decline jurisdiction over a private employer that shared determination of employees' terms and conditions of employment with a non-covered, public employer based on a judgment about "which terms and conditions of employment are or are not essential to the bargaining process." *Id.* at 1357. The Board reasoned that while "[t]he employer in question must, by hypothesis, control *some* matters relating to the employment relationship, or else it would not be an employer under the Act[,] . . . in the final analysis, employee voters will decide for themselves whether they wish to engage in collective bargaining" with an employer that does not control *all* of their

terms and conditions of employment. *Id.* at 1358 (emphasis added). In short, the Board cannot and should not determine what is “essential” to employees who have a statutory right to bargain about all “terms and conditions of employment.” *See id.* at 1357–58; 29 U.S.C. § 158(d); *see also Pitney Bowes, Inc.*, 312 NLRB 386, 386 n.1 (1993) (“Although Member Raudabaugh agrees with the result, he does not agree that a ‘joint employer’ analysis should focus only on ‘essential’ terms and conditions of employment. . . . Member Raudabaugh would consider all terms and conditions of employment, albeit he would attach greater importance to the ‘essential’ ones.”)

The Board appears to indicate what it considers to be “essential” terms and conditions of employment in the proposed rule language: “such as hiring, firing, discipline, supervision, and direction.” *See* 83 Fed. Reg. at 46696. But that language suggests that an employer that establishes terms and conditions of employment that are not on that list or like those on that list will not be deemed a joint employer under the rule, and such a limitation on terms and conditions of employment appears nowhere in the Act. Indeed, employers have a duty to bargain about a wider set of terms and conditions. *See* 29 U.S.C. § 158(d) (defining employer’s duty to bargain as an obligation to “confer in good faith over wages, hours, and other terms and conditions of employment”). And courts of appeals have held that “[a] joint employer relationship exists when an employer exercises authority over employment conditions which are within the area of mandatory collective bargaining.” *Sun-Maid Growers of Cal. v. NLRB*, 618 F.2d 56, 59 (9th Cir. 1980).

The aforementioned examples of “essential” terms and conditions of employment stated in the NPRM are also in tension with the Act’s definition of supervisors. Employees are statutory supervisors if they have authority “to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees . . . or to adjust their grievances.” 29

U.S.C. § 152(11). Surely entity A is a joint employer of entity B’s employees if entity A employs employees who have authority to lay off, recall, promote, reward, or adjust the grievances of entity B’s employees, *i.e.*, who are entity B’s employees’ supervisors. Yet the proposed rule’s examples of “essential terms and conditions of employment” suggest otherwise.

ii. Direct and Immediate

The proposed rule would further narrow the basic qualifying condition by requiring that a joint employer not only determine employees’ essential terms and conditions of employment, but do so directly and immediately. The proposal requires that a joint employer exercise “direct and immediate control over the employees’ essential terms and conditions of employment.” 83 Fed. Reg. 46696–97.

Examination of the consequences of the proposed limitation, *i.e.*, of codifying the complete irrelevance of indirect control, makes clear that the proposal is unacceptable. Entity A, for example, could direct a contractor B to supply a specific number of employees with specific qualifications to work on specified shifts. A could then exert close supervision of B’s employees, assigning them to shifts, locations, and tasks and correcting and otherwise directing their work, as long as the actual directions to the employees from A’s supervisors were communicated through B’s supervisors. If particular employees did not follow such directions or otherwise perform adequately, then A could direct B to fire them. Under the proposed rule, these facts would not establish joint employment. But the mere interposing of a layer of supervision, whereby the supplier employer relays instructions from the user entity to the supplier’s employees, surely cannot insulate the user from the responsibilities of being an employer under the NLRA. Evidence of such indirect control is relevant to the joint employer inquiry.

The proposal to disregard all evidence of indirect control is also inconsistent with the statutory definition of the term “supervisor” in the NLRA, despite the fact that a supervisor is defined to be an employee who possesses specified authority “in the interest of the employer.” 29 U.S.C. § 152(11). Section 2(11) of the Act defines a supervisor to include “any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, *or effectively to recommend such action.*” *Id.* (emphasis added). And the Board, with court approval, has consistently held that employee A is a supervisor even if his or her decisions about terms and conditions of employment are executed by employee B. *See, e.g., NLRB v. Mo. Red Quarries, Inc.*, 853 F.3d 920, 923–28 (8th Cir. 2017) (upholding Board finding that employee was statutory supervisor under section 2(11) based in part on evidence that he had the authority to make hiring recommendations); *Monotech of Mississippi v. NLRB*, 876 F.2d 514, 517 (5th Cir. 1989) (same but concerning recommendations as to wage increases); *Abilene Sheet Metal, Inc. v. NLRB*, 619 F.2d 332, 345 (5th Cir. 1980) (same but concerning recommendations regarding the assignment of workers); *cf. NLRB v. J.K. Elecs., Inc.*, 592 F.2d 5, 6–7 (1st Cir. 1979) (upholding Board’s determination that group leaders were statutory supervisors, which “rested on its finding that the group leaders ha[d] the power to effectively *recommend* disciplinary action in the areas of rule infractions and low production” (emphasis added)); *Wine & Liquor Salesmen & Allied Workers v. NLRB*, 452 F.2d 1312, 1318 (D.C. Cir. 1971) (upholding Board’s determination that sales managers were supervisors based in part on record evidence that “[o]n one occasion they investigated the alleged misconduct of a salesman, recommended his dismissal, and he was dismissed by [the employer’s vice president]”) Thus, under settled law, supplier firm’s employee A is a supervisor of the supplier’s

employees if he or she effectively recommends discipline to higher management in the supplier firm. But, if the proposed rule were adopted, a user employer that employs employee A would not be the employer of the supervised employees if employee A effectively recommends discipline to employees of the supplier employer. That contradiction in the jurisprudence would be unsustainable.

Moreover, the proposal does not explain the relationship between the two adjectives “direct” and “immediate” or provide a separate and independent definition of each term. In particular, the primary meaning of the term “immediate” is without delay. *Immediate*, Black’s Law Dictionary (6th ed. 1990); *accord* Merriam Webster’s Online Dictionary, <https://www.merriam-webster.com/dictionary/immediate>. Yet how long it takes for an employer to control employees’ terms of employment is not relevant to employer status. And if the Board intends the term “immediate” to mean without an intervening cause, then it is redundant of the term “direct” and should be eliminated.

iii. Substantial

The proposal would also add an entirely novel limitation on even the “direct and immediate” control over terms and conditions of employment that would be considered relevant to joint employment. Under the proposed rule, only “substantial” direct and immediate control is relevant. Yet that limitation has never been imposed by the Board and it is not contained in the cases that originated the “direct and immediate” requirement. *See, e.g., Airborne Express*, 338 NLRB at 597 & n.1; *TLI*, 271 NLRB at 788–89. The Board does not explain why it is

interposing this additional limitation, define what is “substantial,” or justify the limitation under the common law or the NLRA.

Nor does the Board explain the relationship between “substantial” direct and immediate control and direct and immediate control that “is not limited and routine,” *see infra*. Indeed, the Board uses the concepts interchangeably even in the same paragraph in the NPRM. *See, e.g.*, 83 Fed. Reg. at 46686–87 (“[T]he Board is presently inclined to find, consistent with prior Board cases, that even a putative joint employer’s ‘direct and immediate’ control . . . may not give rise to a joint-employer relationship where that control is too limited in scope. *See, e.g., Flagstaff Medical Center*, 357 NLRB [659,] 667 [(2011)]. . . . Cases like *Flagstaff Medical Center* . . . are consistent with the Board’s present inclination to find that a putative joint employer must exercise substantial direct and immediate control.”) The two categories of control—not substantial and limited and routine—appear to overlap entirely. The Board must explain the different and independent meaning of the two terms “substantial” and “not limited and routine.”

iv. Limited and Routine

Finally, under the proposed rule, an entity is not a joint employer even if it exercises substantial, direct and immediate control over essential terms and conditions of employment if that control is “limited and routine.” 83 Fed. Reg. at 46697. As explained above, however, the requirement that the control not be “limited” appears to be redundant of the requirement that it be substantial. Moreover, the Board provides no definition of the word “routine” or justification for wholly discounting “routine” control. Of course, the primary definition of the word “routine” is “regular.” *Webster’s New World Dictionary* (2d College ed. 1972). Thus, the two terms “limited” and “routine” are actually contradictory. And there is no

reason to discount regular control. Indeed, the regularity of control should weigh in favor of a joint employment finding.

While the Board does not define the terms “limited”¹⁰ and “routine,” it suggests a definition of “limited and routine” in the NPRM where it states: “The Board generally [has] found supervision to be limited and routine where a supervisor’s instructions consist[] mostly of directing another business’s employees what work to perform, or where and when to perform the work, but not how to perform it.” 83 Fed. Reg. at 46683. That definition is drawn from *AM Property*. See 350 NLRB at 1001 (“The Board has generally found supervision to be limited and routine where a supervisor’s instructions consist primarily of telling employees what work to perform, or where and when to perform the work, but not how to perform the work.”). But neither the NPRM nor the earlier case law explain why relevant supervision should be so limited. See *id.*; see also *Flagstaff Med. Ctr.*, 357 NLRB at 667; *G. Wes Ltd. Co.*, 309 NLRB 225, 226 (1992); *Lee Hosp.*, 300 NLRB 947, 950 (1990); *TLI*, 271 NLRB at 799. The limitation would exclude putative joint employers whose agents are clearly supervisors of another employer’s employees because they assign and direct those employees. See 29 U.S.C. § 152(11) (“The term ‘supervisor’ means any individual having authority, in the interest of the employer, to . . . assign . . . other employees, or responsibly to direct them . . .”).

The categorical disregard of all supervision that does not involve telling employees how to do their work (the “manner and means” of performance) is not appropriate when employee status is not at issue. Rather, it is an inappropriate artifact of the use of outdated independent

¹⁰ Indeed, the Board also suggests in the NPRM that control may be limited so long as it is not “too limited.” 83 Fed. Reg. at 46686. Yet, as discussed above, the Board fails to define the term “limited,” let alone the term “too limited.”

contractor jurisprudence in joint employer cases. *See SuperShuttle DFW, Inc.*, 367 NLRB No. 75, slip op. at 7, 11 (2019) (noting that the Board’s prior jurisprudence “overemphasizes the significance of ‘right to control’ factors” while “the Restatement expressly recognize that a master-servant relationship can exist in the absence of the master’s control over the servant’s performance of work”). While control of the manner and means of performance may be relevant to the determination of whether a worker is an employee or an independent contractor for purposes of vicarious liability for the worker’s torts, it is not the central factor in the determination of whether the worker is an employee or an independent contractor for purposes of the NLRA, *see id.*, and it is certainly not in the determination of whether an entity that otherwise supervises the worker is a joint employer when the worker is conceded to be an employee and not an independent contractor.

Both the courts and the Board have recognized that while highly-skilled professionals, like nurses, and low-skilled workers, like janitors, may require little or only “routine” supervision, they nevertheless remain employees of the employer providing that supervision. *See, e.g., Holyoke Visiting Nurses Ass’n v. NLRB*, 11 F.3d 302, 307 (1st Cir. 1993); *Syufy Enters.*, 220 NLRB 738, 740 (1975).

v. Additional Suggested Limitations Are Not Grounded in the Terms of the Proposed Rule

The NPRM also suggests that the Board may limit the evidence relevant to joint employment in ways not required by the terms of the proposed rule. Specifically, the Board states that “it will be insufficient to establish joint-employer status where the degree of a putative joint employer’s control is too limited in scope (perhaps affecting a single essential working condition and/or exercised rarely during the putative joint employer’s relationship with the undisputed employer).” 83 Fed. Reg. at 46687. It is not clear which element of the proposed

standard this further limitation is derived from. The proposed rule requires only that the employer determine “essential terms and conditions,” not more than one essential term and condition. The suggestion that controlling only one essential working condition is insufficient to establish joint employment is untenable, as it would permit the Board to hold not only that an entity that controls only wages is not an employer but also that employees have no employer so long as authority over essential working conditions is sufficiently fractured among multiple entities. Given that *BFI* made clear that a joint employer is only obligated to bargain over the terms and conditions of employment it controls, *see* 362 NLRB No. 186, slip op. at 2, 15, there is no basis for the suggested limitation.

The NPRM’s further suggestion that control over essential terms and conditions of employment is not sufficient if it is “exercised rarely” is equally untenable. It would permit the Board to hold that an entity that sets initial wages is not an employer. Moreover, the suggestion is discordant with the Board’s longstanding construction of the definition of the term “supervisor,” as explained below. *See infra* at pp. 45–46.

The NPRM also states that it would not serve the purposes of the Act to define as a joint employer “a business partner of the employer that does not actively participate in decisions setting unit employees’ wages, benefits, and other essential terms and conditions of employment.” 83 Fed. Reg. at 46686. Again, it is not clear which element of the proposed standard this further limitation is derived from. Moreover, this limitation is untenable because it would exclude from the definition of joint employer a business partner that implements decisions setting terms of employment, for example, through its supervisors.

3. All the Limiting Terms Are Vague and Inherently Not Subject to Precise Definition

Additionally, the limitations that the proposed rule imposes on the forms of control of employees' terms and conditions of employment that are cognizable in a joint employer inquiry are all highly ambiguous because they all employ terms that describe a quality of control exercised over terms and conditions of employment that falls along a continuum without specifying where on the continuum the line between relevance and irrelevance should be drawn. The words "essential," "substantial," "limited," and "routine" are not subject to precise definition for this reason. Imposing multiple limitations of this type will mire the Board and interested parties in endless, inconclusive litigation over the meaning of the proposed standard.

4. The Proposed Examples Contradict the Terms of the Proposed Rule

Rather than explaining the terms of the proposed rule, in several instances, the examples in the NPRM simply contradict those terms. For example, the proposed rule requires that a joint employer exercise "direct and immediate" control over employees' terms and conditions of employment. But the examples make clear that those terms cannot be literally understood without permitting economic actors to make a mockery of the NLRA by exercising effective control over terms and conditions of employment, but interposing an intermediary so that the control is neither direct nor immediate. Thus, Example 2 states that a user employer whose contract with a supplier employer sets the wages of the supplier employers' employees exercises "direct and immediate control over the employees' wage rates." 83 Fed. Reg. at 46697. But that is simply not true. The user exercises effective, indirect control over the employees' wage rates. Similarly, Example 4 states that a user employer whose supervisors regularly require a supplier employer's supervisors to relay detailed instructions to the supplier employer's employees exercises direct and immediate control over the employees. 83 Fed. Reg. at 46697. But again,

that is not true, at least under the common understanding of the terms. The user exercises pervasive and effective indirect control. Examples 6 and 11 follow this same pattern. *See* 83 Fed. Reg. at 46697. The examples do not serve to explain or define the terms “direct and immediate.” Rather, they illustrate the fact that the proposed rule’s rejection of the forms of indirect control considered relevant to joint employer status under *BFI* cannot be taken literally without undermining the Act’s purposes. The examples indicate that indirect control is relevant and that the Board should not reverse *BFI*’s recognition of that relevance while stretching the meaning of “direct and immediate” beyond its breaking point.¹¹

5. Unsupported and Inaccurate References to Joint and Several Liability Do Not Support the Limiting Terms

The NPRM states that it is the Board’s “initial view” that “the Act’s purposes would not be furthered by . . . exposing to joint-and-several liability[] a business partner of the employer that does not actively participate in decisions setting unit employees’ wages, benefits, and other essential terms and conditions of employment.” 83 Fed. Reg. at 46686. Setting aside the inaccurate and incomplete characterization of the *BFI* standard, the implicit suggestion that joint employers are jointly-and-severally liable for unfair labor practices or anything else is simply wrong. Probably for that reason, the Board wholly fails to cite the controlling case law or analyze the liability of joint employers under the Act.

In fact, the Board has made clear that joint-and-several liability will *not* be imposed in a “case . . . where one joint employer merely supplies employees to its coemployer and otherwise takes no part in the daily direction of the employees, does not participate in their oversight, and

¹¹ Moreover, as pointed out above, the Board does not explain the binding force of its examples. In the proposed rule text, they are not preceded by any explanatory language. *See* 83 Fed. Reg. at 46697.

has no representatives at the worksite.” *Capitol EMI Music, Inc.*, 311 NLRB 997, 1000 (1993). In that “situation,” the Board recognizes that “joint employers are not in a position that would allow them to learn, even with the expenditure of reasonable efforts, of their coemployer’s unilateral unlawful actions.” *Ibid.* And, even where one joint employer does not simply supply employees to the other joint employer and takes part in “daily direction” and “participate[s] in their oversight,” there is no strict or vicarious liability. Rather, the Board will “find both joint employers liable for” the unlawful act of one “only when the record permits an inference (1) that the nonacting joint employer knew or should have known that the other employer acted against the employee for unlawful reasons and (2) that the former has acquiesced in the unlawful action by failing to protest it or to exercise any contractual right it might possess to resist it.” *Ibid.*¹²

Thus, concern about liability provides no basis for the proposed rule.

III. THE PROPOSED RULE IS INCONSISTENT WITH THE COMMON LAW AND ITS DEPARTURES FROM THE COMMON LAW ARE NOT ADEQUATELY EXPLAINED OR JUSTIFIED

The NPRM expressly seeks input “regarding the current state of the common law on joint-employment relationships.” 83 Fed. Reg. at 46687. We thus explain below how the proposed rule is inconsistent with the common law and how the Board has failed to explain or justify those inconsistencies based on any policies rooted in the NLRA. These inconsistencies with the common law are critical because departure from the common law may render the Board’s action arbitrary and capricious. *See Seattle Opera v. NLRB*, 292 F.3d 757, 765 n.11 (D.C. Cir. 2002) (noting that the Board’s “neglect of the common law definition

¹² In addition, “business partner[s]” can allocate potential liability by agreement, for example, through an indemnification clause. To the extent the Board bases the proposed rule on concern about liability, it must explain why permitting the parties to allocate potential liability is not sufficient to address any such concerns.

could . . . render[] its decision arbitrary and capricious”); *see also NLRB v. Town & Country Elec.*, 516 U.S. 85, 94 (1995) (“In some cases, there may be a question about whether the Board’s departure from the common law of agency . . . renders its interpretation unreasonable.”) Here, the Board has neglected the common law definition in four critical respects.

A. The Common Law Requires Consideration of All Incidents of the Relationship

First, although the common law requires consideration of all relevant facts in assessing whether an employment relationship exists, the proposed rule wholly dismisses several categories of relevant facts, *e.g.*, reserved control over terms and conditions of employment, indirect control, and limited and routine control.

The Supreme Court has instructed, albeit in the context of distinguishing between employees and independent contractors, that “*all of the incidents of the relationship* must be assessed and weighed with no one factor being decisive. What is important is that the *total factual context* is assessed.” *NLRB v. United Ins.*, 390 U.S. 254, 258 (1968) (emphases added). Under the common law, the test has always been a multi-factor test that considers *all* evidence of control of terms and conditions of employment. *See* Restatement (Second) of Agency § 220(2) (“In determining whether one acting for another is a servant or an independent contractor, the following matters of fact, *among others*, are considered.” (emphasis added)). Other enforcement agencies, such as the Equal Employment Opportunity Commission, agree that “all of the circumstances in the worker’s relationship with each of the businesses should be considered to determine if either or both should be deemed his or her employer.” EEOC Notice No. 915.002, Enforcement Guidance: Application of EEO Laws to Contingent Workers Placed by Temporary Employment Agencies and Other Staffing Firms at Coverage Issues (Dec. 3, 1997), *available at* <https://www.eeoc.gov/policy/docs/conting.html>. The proposed rule departs from the Supreme

Court's and common law's command by wholly discounting various elements of the relationship between employees and an alleged joint employer.

B. The Common Law Requires Consideration of Reserved Control

Second, the proposed rule wholly discounts reserved control, which the common law clearly recognizes as relevant to determining if an employment relationship exists. Sections 2 and 220 of the Restatement (Second) of Agency define a “master” as someone who “controls *or has the right to control*” another and a “servant” as someone employed by the master who is “subject to the [master’s] control or *right to control*.” Restatement (Second) of Agency §§ 2(1)–(2), 220(1) (emphases added). In distinguishing between employees and independent contractors,¹³ the Restatement directs courts to consider the “extent of control which, *by the agreement*, the master *may* exercise over the details of the work.” *Id.* § 220(2)(a) (emphases added). The comments are also careful to specify that either control “or right to control” is sufficient to establish an employment relationship. *Id.* § 220 cmt. d. In fact, the comments note that in some instances, there may be “an understanding that the employer shall not exercise control,” even when it has a right to do so, describing a cook who “is regarded as a servant although it is understood that the employer will exercise no control over the cooking.” *Id.*; *see also id.* § 14 cmt. a (“The extent of the right to control the physical acts of the agent is an important factor in determining whether or not a master-servant relation between them exists.”);

¹³ Both the Restatement sections and court decisions concerning the distinction between independent contractors and employees are relevant to the joint employer analysis because they identify the forms of control that are relevant to employer status. But the absence of one or more of those forms of control is less relevant in the joint employer context when it is exercised by another employer and not retained by the worker. *See BFI*, 2018 U.S. App. LEXIS 36706, at *36–37.

id. § 250 cmt. a (identifying the “right to control physical details as to the manner of performance” as “characteristic of the relation of master and servant”).

Both the Supreme Court and the courts of appeals have also held that the right to control is a relevant factor in assessing whether an employment relationship exists. In *National Mutual Insurance Co. v. Darden*, the Supreme Court stated: “In determining whether a hired party is an employee under the general common law of agency, we consider the hiring party’s *right to control* the manner and means by which the product is accomplished.” 503 U.S. 318, 323 (1992) (emphasis added) (internal quotation marks omitted). *Darden* rested on the Court’s earlier decision reaching the same conclusion in *Community for Creative Non-Violence v. Reid*, 490 U.S. 730, 751 (1989). Indeed, the relevance of the right to control was established over a century and a quarter ago. In *Singer Manufacturing Co. v. Rahn*, the Court held that the “relation of master and servant exists whenever the employer retains *the right* to direct the manner in which the business shall be done.” 132 U.S. 518, 523 (1889) (emphasis added); *see also Clackamas Gastorenterology Assocs., P.C. v. Wells*, 538 US. 440, 448 (2003) (“At common law the relevant factors defining the master-servant relationship focus on the master’s control of the servant,” including “the right to control by the master” (internal quotation mark omitted)); *Chicago Rock Island & Pac. Ry. Co. v. Bond*, 240 U.S. 449, 456 (1916) (holding that worker was not an employee where company “did not *retain the right* to direct the manner in which the business should be done . . . or, in other words did not *retain control* not only of what should be done, but how it should be done” (emphases added)).

The D.C. Circuit has similarly made clear that the “right-to-control standard is an established aspect of the common law of agency.” *BFI*, 2018 U.S. App. LEXIS 36706, at *27–28; *see also id.* (noting that the consideration of reserve control “finds extensive support in the

common law of agency”). “It is the right and not the exercise of control which is the determining element.” *Democratic Union Org. Comm. v. NLRB*, 603 F.2d 862, 874 (D.C. Cir. 1978) (internal quotation mark omitted); *see also id.* at 873 (“Where the person for whom the services are performed *retains the right to control* the manner and means by which the result is to be accomplished the relationship is one of employment” (emphasis added)). As the court explained in *Joint Council of Teamsters No. 42 v. NLRB*, 450 F.2d 1322 (D.C. Cir. 1971), “[t]he traditional common law test utilized in distinguishing between an employee and an independent contractor is the examination of *the right and extent of control reserved* by those for whom the individual in question is working.” *Id.* at 1326 (emphasis added). “[I]t is the right to control, not control, or supervision itself, which is most important.” *Ibid.*; *see also Al-Saffy v. Vilsack*, 827 F.3d 85, 97–98 (D.C. Cir. 2016) (citing statutes granting right of control as relevant to joint employer inquiry); *Seattle Opera v. NLRB*, 292 F.3d 757, 762 (D.C. Cir. 2002) (noting that the “right to control” is relevant); *Constr., Bldg. Material, Ice & Coal Drivers, Helpers & Inside Emps. Union, Local No. 221 v. NLRB*, 899 F.2d 1238, 1242 (D.C. Cir. 1990) (R.B. Ginsburg, J.) (“The *right to control* the ‘means and manner’ of job performance . . . is . . . recurrent in the cases in point” addressing employee versus independent-contractor status (emphasis added)); *City Cab Co. of Orlando v. NLRB*, 628 F.2d 261, 265–66 (D.C. Cir. 1980) (“In this case, . . . the company effectively retains control over the manner in which its [workers] perform their duties. . . . [W]e think the record adequately supports the Board’s finding that these [workers] were employees”); *Joint Council of Teamsters No. 42*, 450 F.2d at 1327 (holding that a worker “may be deemed an employee, rather than an independent contractor, if the principal explicitly or implicitly reserves the right to supervise the details of his work”); *Dovell v. Arundel Supply Corp.*, 361 F.2d 543, 544–45 (D.C. Cir. 1966) (“The decisive test in determining whether

the relation of master and servant exists is whether the employer has the right to control and direct the servant in the performance of his work and in the manner in which the work is to be done. . . . [I]t is not the manner in which the alleged master actually exercised his authority to control and direct the action of the servant which controls, but it is his right to do so that is important. . . . Probably the most important of these tests is whether the alleged master in any case has the right, even if he does not exercise it, to control and direct the alleged servant.”); *Grace v. Magruder*, 148 F.2d 679, 681 (D.C. Cir. 1945) (“The vital element which negatives such independence, in the relation between employer and employee, is the right to control the employee, not only as to the final result, but in the performance of the task itself. And, it is the right to control, not control or supervision itself, which is most important.”); *Moonblatt v. District of Columbia*, 572 F. Supp. 2d 15, 27 (D.D.C. 2008) (explaining that the determinative factor is “the right to control an employee in the performance of a task and in its result, and not the actual exercise of control or supervision” (quoting *District of Columbia v. Hampton*, 666 A.2d 30, 39 (D.C. 1995))). The D.C. Circuit also made clear in *BFI*, via extensive citation to “[s]tate-court decisions applying the common law of agency,” that this “was the common-law at the time of the National Labor Relations Act’s passage in 1935” and “at the time of the Taft-Hartley Amendments in 1947.” 2018 U.S. App. LEXIS 36706, at *29 & ns.4–5.

Nor is the D.C. Circuit an outlier among the courts of appeals on this issue. To the contrary, other courts agree that under the common law they must consider not only evidence of the actual exercise of control but also evidence of a right to control to be probative of an employment relationship. *See, e.g., NLRB v. Maine Caterers, Inc.*, 654 F.2d 131, 132 (1st Cir. 1981) (Breyer, J.) (enforcing Board order where “the Board, in applying the common law test of independence, has looked to *the right of control*: whether the putative employer has the right to

control not only the results sought but also the means by which those results are achieved” (emphasis added) (citation omitted)), *cert. denied*, 455 U.S. 940 (1982); *Salamon v. Our Lady of Victory Hosp.*, 514 F.3d 217, 228 (2d Cir. 2008) (“The most important factor in determining the existence of an employment relationship [at common law] is . . . control *or right of control* by the employer” (emphasis added) (internal quotation mark omitted)); *Allbritton Commc’ns Co. v. NLRB*, 766 F.2d 812, 819 (3d Cir. 1985) (finding fact that the user employer “retained the right to require [supplier employer] to hire additional employees, and also retained the right to demand that [supplier] discharge any driver, supervisor or assistant foreman who did not meet the [user’s] approval” as supportive of Board’s joint employer finding); *NLRB v. Gary Enters., Inc.*, No. 91-2522, 1992 U.S. App. LEXIS 5538, at *3 (4th Cir. Mar. 27, 1992) (explaining, albeit in unpublished opinion, that it is “the right to control, rather than the actual exercise of control, that is significant” in determining whether a worker is an employee or independent contractor under common law agency principles); *N. Am. Soccer League v. NLRB*, 613 F.2d 1379, 1382 (5th Cir. 1980) (“The existence of a joint employer relationship depends on the control which one employer exercises, or potentially exercises, over the labor relations policy of the other.”); *Carrier Corp. v. NLRB*, 768 F.2d 778, 781 (6th Cir. 1985) (citing, among factors that “particularly support[ed]” a joint employer finding, the fact that the employee leasing agreement gave the user employer “authority to reject any driver that did not meet its standards and [to] direct [the supplier employer] to remove any driver whose conduct was not in [the user employer’s] best interests”); *Alexander v. FedEx Ground Package Sys., Inc.*, 765 F.3d 981, 988–89 (9th Cir. 2014) (noting that determinations of employment status under California law are governed by a “right-to-control test,” which requires courts to weigh a number of factors to determine “whether the person to whom service is rendered has the right to control the manner

and means of accomplishing the result desired”); *Slayman v. FedEx Ground Package Sys., Inc.*, 765 F.3d 1033, 1042 (9th Cir. 2014) (“What matters is what the contract, in actual effect, allows or requires.”); *Schmidt v. Burlington N. & Santa Fe Ry. Co.*, 605 F.3d 686, 691 (9th Cir. 2014) (“While we agree the evidence [the putative employer] exercised actual day-to-day control is scant, the district court did not consider whether [putative employer] had the *right to control* [plaintiff’s] daily work. On this point, we conclude [plaintiff] presented adequate evidence for a rational jury to find [putative employer] could control critical aspects of his daily work.”); *Garcia-Celestino v. Ruiz Harvesting, Inc.*, 898 F.3d 1110, 1121 (11th Cir. 2018) (emphasizing that under the common law, “it is the *right to control*, not the actual exercise of control, that is significant” (internal quotation marks omitted)). Thus, considering a putative joint employer’s right of control relevant to the analysis is mandated by the common law.

It is also consistent with the definition of supervisor in the NLRA as well as the Board’s construction of that definition. Section 2(11) of the NLRA defines a supervisor to include “any individual *having authority*, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action.” 29 U.S.C. § 152(11) (emphasis added). The Board has consistently held that an employee is a supervisor if he or she has such authority even if it has not been exercised. *See, e.g., Yamada Transfer*, 115 NLRB 1330, 1332 (1956) (“The Board customarily excludes individuals with supervisory authority, even though such authority has not been used.”); *U.S. Gypsum Co.*, 93 NLRB 91, 92 n.8 (1951) (“[W]e do not regard as controlling the failure or refusal to exercise this authority . . .”). Thus, no one could dispute the fact that the Director of Nursing in a hospital is a supervisor, *i.e.*, that he or she controls employees’ terms or conditions of employment, if she

retains authority, expressly or implicitly, to direct the nurses when she sees that they are not properly providing services. Yet the proposed rule would provide that the employer of the same Director of Nursing is not the joint employer of the nurses, despite its employee being their supervisor, if the nurses are employed by a nurse staffing agency. As discussed above, *see supra* pp. 30–31, that contradiction in the jurisprudence would not be sustainable.

The NPRM does not acknowledge this departure from the common law, much less justify it in any way. Nor could the Board justify the departure from the common law based on statutory policy because refusing to recognize reserve control as relevant to the joint employer inquiry clearly frustrates the policies underlying the Act. As an initial matter, the proposed rule would permit an entity that maintains a right to control terms and conditions of employment to move back and forth from being a joint employer to not being a joint employer merely by exercising that control when it deems it necessary and not exercising it at other times. Moreover, the proposed rule does not classify an entity as a joint employer until it is too late. Under the proposed rule, an entity may reserve control over terms and conditions of employment and yet have no duty to bargain over those terms. Only after the entity exercises that authority without bargaining does it become a joint employer under the proposed rule and assume an obligation to bargain. That is obviously too late. As the Supreme Court observed in the related copyright context, “Because [the actual control] test turns on whether the hiring party has closely monitored the production process, the parties would not know until late in the process, if not until the work is completed, whether a work will ultimately fall within” the “work-for-hire” rule and thus who owns the copyright. *Reid*, 490 U.S. at 750. Such belated recognition of a party as a joint employer would undermine the statutory duty to bargain.

C. The Common Law Requires Consideration of Indirect Control

Third, the common law, unlike the proposed rule, also recognizes that indirect control of terms or conditions of employment is relevant to employer status. The Supreme Court has indicated that it is the *amount* of control—not whether it is exercised directly or indirectly—that is critical to the joint-employer analysis. In *Boire v. Greyhound Corp.*, the Court stated that the determination turns on “whether [the alleged joint employer] possessed sufficient indicia of control to be an ‘employer.’” 376 U.S. 473, 481 (1964).

In *BFI*, the D.C. Circuit held that “the common-law inquiry is not woodenly confined to indicia of direct and immediate control; an employer’s indirect control over employees can be a relevant consideration.” 2018 U.S. App. LEXIS 36706, at *27.¹⁴ “[I]ndirect control can be a relevant factor in the joint-employer inquiry.” *Id.* at *42. A “rigid distinction between direct and indirect control,” such as that proposed in the NPRM, “has no anchor in the common law.” *Id.* at *43 “[C]ommon-law decisions have repeatedly recognized that indirect control over matters commonly determined by an employer can, at a minimum, be weighed in determining one’s status as an employer or joint employer, especially insofar as indirect control means control exercised through an intermediary.” *Ibid.* (internal quotation marks omitted). “In particular, the common law has never countenanced the use of intermediaries or controlled third parties to

¹⁴ To be sure, the D.C. Circuit considered indirect control relevant to employer status prior to its decision in *BFI*. In *Al-Saffy*, for example, the D.C. Circuit cited evidence that State Department officials had recommended the dismissal of the plaintiff to the Department of Agriculture in reversing a grant of summary judgment on the question whether the State Department was his joint employer. See 827 F.3d at 97. And in *Dunkin’ Donuts Mid-Atlantic Distribution Center, Inc. v. NLRB*, the D.C. Circuit considered, in addition to evidence of direct control, the fact that the joint employer’s warehouse supervisor “reported his opinion about [warehouse applicants’] qualifications, which [the contractor] generally followed,” and the fact that the joint employer’s transportation manager “prevented hiring of [driver] applicants he did not approve.” 363 F.3d 437, 440 (D.C. Cir. 2004).

avoid the creation of a master-servant relationship.” *Id.* at *44 (citing *Nicolson v. Atchison, T. & S. F. Ry. Co.*, 147 P. 1123, 1126 (Kan. 1915), and 39 C.J. *Master and Servant* § 8, at 38). The suggestion, as in the NPRM, “that the common law or agency closes its mind to evidence of indirect control is unsupported by law or logic.” *Id.* at *46; *see also id.* at *48 (noting that a common-law rule categorically prohibiting consideration of indirect control “would allow manipulated form to flout reality” and would be “at war with common sense”).

Notably, the D.C. Circuit is not alone in finding indirect control relevant to joint employment; other courts of appeals and lower courts have considered different forms of indirect control in determining whether a joint employer relationship existed. In *NLRB v. Browning-Ferris Industries, Inc.*, for example, the Third Circuit considered it relevant that “BFI established the work hours of the drivers, determining when the two shifts it established would start and end,” even though the drivers’ brokers “schedule[d] the drivers for particular shifts.” 691 F.2d 1117, 1120, 1124–25 (3d Cir. 1982); *see also Indus. Personnel Corp. v. NLRB*, 657 F.2d 226, 229 (8th Cir. 1981) (“While [supplier of drivers] sets the drivers’ wages, [user-manufacturer] reimburses [supplier] and presumably has some control over those wages since it can rescind the . . . contract on thirty days’ notice.”). In *International Union v. Clark*, the district court found it relevant that the user employer could “alter the daily assignments of [employees], requiring the contractors to shift personnel from one duty station to another or assign them special projects,” even though “[t]he contractors . . . decide[d] which individual [employee] w[ould], for example, perform overtime or shift duty stations.” Civil Action No. 02-1484, 2006 U.S. Dist. LEXIS 64449, *26–27 & n.10 (D.D.C. 2006).

The Restatement confirms that the control may be “very attenuated.” Restatement (Second) of Agency § 220 cmt. d. Indeed, the NLRA itself recognizes that a party that exercises

indirect control over terms and conditions of employment may be an employer by defining the term “employer” to include “any person acting as an agent of an employer, directly or indirectly.” 29 U.S.C. § 152(2).

D. The Common Law Requires Consideration of Limited and Routine Control

Finally, while the proposed rule would require that the control exercised by a putative joint employer not be “limited and routine,” the common law does not discount limited or routine control. Indeed, the concept is entirely foreign to the common law. The common law recognizes that the amount and nature of supervision and other forms of control will vary depending on the skill of the employees, the nature of the work, and other factors. An employer is an employer even though its employees require only occasional supervision, either because they are highly skilled or because the work they perform is routine. As the Ninth Circuit explained in *McGuire v. United States*, 349 F.2d 644 (9th Cir. 1965), a case involving the employment status of “unloaders” who assisted with the unloading of trucks, “[t]he nature of the unloaders’ work is such that little supervision is necessary.” *Id.* at 646. Nevertheless, the court did not discount the “occasion[al] reprimand [of] unloaders for careless handling of cargoes” on the grounds that it was either limited or routine, reasoning that the common law “requires only such supervision as the nature of the work requires.” *Ibid.*

Thus, a hospital remains the employer of a doctor even though the hospital’s supervision of the doctor is limited because of his or her education, skill, and experience. Yet under the proposed rule, the same hospital would not be the employer of the same doctor if the doctor was employed by an independent physicians group.

In sum, the proposed rule is inconsistent with the common law and the Board has not adequately explained or independently justified any of the proposed narrowings of the common law standard.

IV. THE BOARD HAS NOT PERFORMED AN ADEQUATE REGULATORY FLEXIBILITY ACT ANALYSIS

The Board has not conducted an adequate analysis under the Regulatory Flexibility Act (RFA) for the following reasons.

First, the Board did not conduct sufficient outreach to small businesses, including small local unions. Section 609(a) of the RFA requires that agencies promulgating a rule engage in reasonable outreach to affected small businesses. It provides:

When any rule is promulgated which will have a significant economic impact on a substantial number of small entities, [the agency] shall assure that small entities have been given an opportunity to participate in the rulemaking for the rule through the reasonable use of techniques such as—

- (1) the inclusion in an advanced notice of proposed rulemaking, if issued, of a statement that the proposed rule may have a significant economic effect on a substantial number of small entities;
- (2) the publication of general notice of proposed rulemaking in publications likely to be obtained by small entities;
- (3) the direct notification of interested small entities;
- (4) the conduct of open conferences or public hearings concerning the rule for small entities including soliciting and receiving comments over computer networks; and
- (5) the adoption or modification of agency procedural rules to reduce the cost or complexity of participation in the rulemaking by small entities.

5 U.S.C. § 609(a).

Nothing in the NPRM suggests that the Board has taken any of the steps outlined in paragraphs (1) through (5) of subsection 609(a).¹⁵ And while the five enumerated “techniques”

¹⁵ And, subsequent to the publication of the NPRM, the Board has expressly refused to schedule a public hearing concerning the proposal despite a congressional request for such a hearing. *See* Letter from Congressman Bobby Scott and Senator Patty Murray to Chairman Ring (Oct. 10, 2018), *available at* <http://src.bna.com/Cqd>; NLRB Press Release, NLRB Extends Time for Submitting Comments on Proposed Joint-Employer Rulemaking (Oct. 30, 2018),

are examples and not themselves mandatory, an agency must nonetheless engage in “reasonable use” of similar techniques to “assure” small entity participation. *Id.*

Moreover, the SBA’s Office of Advocacy’s guide for compliance with the RFA¹⁶ recommends “a robust pre-proposal exchange of specific rulemaking concepts with stakeholders including small businesses.” Office of Advocacy, Small Business Administration, *A Guide for Government Agencies: How to Comply with the Regulatory Flexibility Act* 39 (Aug. 2017) [hereinafter SBA Guide]. The SBA also recommends use of an advanced notice of proposed rulemaking. *Id.* at 40. The Board did neither form of pre-NPRM outreach here.

While the courts have recognized that agencies have discretion over how they comply with Section 609(a), the Board’s blanket refusal to employ any of the specified forms of outreach here clearly constitutes non-compliance. Thus, in rejecting a challenge to regulations promulgated by the Secretary of Commerce in *Associated Fisheries of Maine, Inc. v. Daley*, the First Circuit noted that “agencies have the discretion to select among various methods of outreach.” 127 F.3d 104, 118 (1st Cir. 1997). The agency outreach in *Associated Fisheries*, however, is a far cry from the Board’s inaction here. In concluding that the agency in that case had “provided adequate participatory opportunities for small businesses” and “handled the matter

<https://www.nlr.gov/news-outreach/news-story/nlr-extends-time-submitting-comments-proposed-joint-employer-rulemaking>; see also Judy Greenwald, *NLRB Refuses To Hold Public Hearings on Joint-Employer Issue*, Business Insurance (Oct. 31, 2018), <https://www.businessinsurance.com/article/20181031/NEWS06/912324879/NLRB-refuses-to-hold-public-hearings-on-joint-employer-issue>.

¹⁶ The Board recognizes the persuasive authority of the SBA Guide throughout the NPRM. See 83 Fed. Reg. at 46693 n.49, 46695 ns.68, 72–73.

in a perfectly reasonable way,” *id.* at 117–18, the court catalogued the various actions taken by the agency, none of which were taken here:

[Agency] meetings were open to all interested parties and were well-attended. Public hearings were held in six states. Scientific data was broadly disseminated through open workshops and otherwise. *See, e.g.*, 61 Fed. Reg. at 27,714 & 27,720 & 27,723. Several representatives of small entities participated in a regional stock assessment workshop, at which scientific data was presented and peer-reviewed.

Id. at 117.

Finally, the Board here has not only expressly refused to hold public meetings or hearings before or after promulgating the NPRM, but it has done so against the backdrop of holding such hearings in its two prior, comparable rulemaking proceedings (concerning hospital bargaining units and election procedures). *See* Representation—Case Procedures, 79 Fed. Reg. 74308, 74311 (Dec. 15, 2014);¹⁷ Collective-Bargaining Units in the Healthcare Industry, 54 Fed. Reg. 16336 (Apr. 21, 1989) (final rule); Collective-Bargaining Units in the Healthcare Industry, 53 Fed. Reg. 33900 (proposed Sept. 1, 1988) (noting, in second notice of proposed rulemaking, that Board held four hearings over course of 14 days). Having demonstrated through its past practice that such proceedings are a valuable means of engaging the public and regulated entities,

¹⁷ In fact, in amending the rules governing representation cases, the Board held two sets of public hearings, one in relation to the final rules that were ultimately enjoined by a district court and another in relation to the amendments that are now in effect. *See* Representation—Case Procedures, 76 Fed. Reg. 80138, 80142 (Dec. 22, 2011) (noting that Board held two days of hearings in Washington, D.C. before issuing final rule); *Chamber of Commerce of the U.S. v. NLRB*, 879 F. Supp. 2d 18, 20–21 (D.D.C. 2012) (holding that challenged rule issued on December 21, 2011 was invalid due to lack of quorum of Board); Representation—Case Procedures, 79 Fed. Reg. 74308, 74311 (Dec. 15, 2014) (noting that in addition to the hearings held prior to issuance of the 2011 rule, the Board held an additional two days of hearings before issuing the new final rule, which amended representation case procedures in various ways).

particularly small businesses, the Board should at the very least be required to explain its reasons for deviating from this practice here.

Second, the Board definition of what constitutes a cognizable economic impact is underinclusive. The Board improperly limits its effort to quantify that impact to the cost of learning about the rule. 83 Fed. Reg. at 46693, 46695. Specifically, while the Board acknowledges that the proposed rule may increase the legal exposure of small businesses because their large customers or franchisors will no longer be jointly responsible for bargaining—or, potentially, jointly and severally liable for unfair labor practices—the Board made no effort to quantify that impact. The NPRM states that “it is possible that liability and liability insurance costs may increase for small entities because they may no longer have larger entities with which to share the cost of any NLRA backpay remedies ordered in unfair labor practice proceedings.” 83 Fed. Reg. at 46695; *see also* 83 Fed. Reg. at 46693 (“[P]erhaps, for example, employers may incur potential increases in liability insurance costs.”). As explained more fully below, however, this impact is more than “possible.” It is certain, as the party contesting joint employer status under *BFI* and prior to *BFI* has almost always been the larger employer, as acknowledged in the NPRM. *See* 83 Fed. Reg. at 46693 (“[A] large share of our joint-employer cases involve large employers . . .”).

The NPRM claims that “[t]he Board is without the means to quantify such costs.” 83 Fed. Reg. at 46695. But Congress made clear that “a determination of significant economic effect is not limited to easily quantifiable costs.” 126 Cong. Rec. 21458 (1980). And the Board made *no* attempt to quantify these costs even though it is the Board’s own processes that may lead to the imposition of the liability at issue. In how many cases has the Board imposed joint and several liability on joint employers under *BFI* and prior to *BFI*? In how many of those cases

was it the larger employer which contested joint employer status? What was the nature of the remedies imposed? How much backpay was assessed? All of these questions could and should have been asked by the Board and answered to the extent possible based on the Board's own data.

The Board wholly ignores other likely, adverse, economic impacts on small businesses. The proposed rule is likely to impose an additional recordkeeping burden by eliminating an objective and documentary indicium of joint-employer status, *i.e.*, the amount of control reserved in the contract between the putative joint employers, thereby increasing the importance of the actual exercise of control, which may vary over time and will likely not be otherwise documented, thus requiring significant oversight and additional recordkeeping. Similarly, by categorically eliminating the relevance of reserved control, the proposed rule will likely increase the litigation costs of both local unions and small businesses by elevating the importance of witness-intensive facts that require substantial attorney time to develop and present.

In addition, the proposed rule is likely to reduce the competitiveness of small businesses *vis-à-vis* large businesses by allowing large businesses to avoid the cost and responsibility of complying with the NLRA in relation to employees that would have been classified as their employees under the *BFI* standard.

Finally, the proposed rule is likely to harm small businesses that negotiate with large, possibly joint employers (*e.g.*, user employers) by creating a default entitlement on the part of many large employers to avoid responsibility for employees who would have been considered their joint employees under the *BFI* standard.

The NPRM simply ignores these impacts. *See* 83 Fed. Reg. at 46695 (“We conclude that the proposed rule imposes . . . no costs of modifying existing processes and procedures to

comply with the proposed rule; no lost sales and profits resulting from the proposed rule; no changes in market competition as a result of the proposed rule and its impact on small entities or specific submarkets of small entities; and no costs of hiring employees dedicated to compliance with regulatory requirements. The proposed rule also does not impose any new information collection or reporting requirements on small entities.”).

The Board must analyze all of these potential impacts on small businesses. The SBA Guide makes clear that harming the “competitive ability” of small businesses, “particularly against larger firms,” is a cognizable economic impact. SBA Guide at 19. The SBA criticizes a Section 605(b) certification based upon the agency’s assertion that the “rule did not have a significant economic impact on a substantial number of small entities because small entities were not subject to any requirements that were not applied equally to large entities,” observing that, while “the rule did subject all entities to the same regulation, this justification ignore[s] the disproportionate impact regulations often have on small businesses.” *Id.* at 27.

Third, the Board’s RFA analysis is particularly deficient as to one category of small businesses—local labor unions. The Board estimates that over 13,000 labor organizations—over 97% of all labor organizations—are small businesses. 83 Fed. Reg. at 46694. And, while the Board acknowledges that “labor unions, as organizations representing or seeking to represent employees, will be impacted by the” proposed rule, 83 Fed. Reg. at 46693, it makes no attempt to quantify or even describe the impact on local unions beyond the cost of learning about the rule, *see* 83 Fed. Reg. at 46694–95. Yet the adverse impact on local labor unions is not difficult to describe. Local unions are likely to lose dues income if the proposed rule is adopted. The proposed rule will make it more difficult to organize employees by removing from the bargaining table issues that may motivate employees to support a union. For example, if the

employees at issue in *BFI* were concerned about the speed of the lines they were required to work on and therefore motivated to organize and seek collective bargaining in order to bargain about that working condition, the proposed rule might have eliminated that incentive by excusing the party that controls line speed—BFI—from bargaining, making organizing more difficult and reducing the dues revenue of the local labor union. Similarly, the proposed rule will make collective bargaining concerning all terms and conditions of employment on behalf of existing members more difficult, frustrating existing members and possibly leading to a loss of dues revenue. The Board makes no effort to quantify or even describe these potential impacts.

The Board cannot simply dismiss the impact on local unions on the ground that local unions are a small percentage of all small businesses. In assessing whether a rule will have a significant economic impact on small businesses, an agency must consider whether that is true for any category of small businesses, including local unions. As the SBA points out, the RFA’s legislative history “says that the term ‘substantial’ is intended to mean a substantial number of entities within a particular economic or other activity.” SBA Guide at 21 (citing 126 Cong. Rec. S10938 (Aug. 6, 1980)); *accord* 126 Cong. Rec. 21456 (1980) (“The term ‘substantial number’ of small entities is intended to mean substantial number of entities within a particular economic or other activity. In other words, it is not meant to require that agencies find that a large number of the whole universe of small businesses, small organizations and small governmental jurisdictions would be affected by a rule. One particular rule may well affect a substantial number of school districts, for example, but have no impact on small businesses or organizations. Such a rule should be considered to have satisfied this portion of the test in such an instance.”).¹⁸

¹⁸ For similar reasons, the Board must separately examine whether the proposed rule would have a substantial economic impact on small businesses within each of the other four categories the

Fourth, the RFA provides that, “Each initial regulatory flexibility analysis required under this section shall contain . . . an identification, to the extent practicable, of all relevant Federal rules which may duplicate, overlap or conflict with the proposed rule.” 5 U.S.C. § 603(b)(5); *see also* 5 U.S.C. § 610(b)(4) (using similar language). The NPRM states that “[t]he Board has not identified any federal rules that conflict with the proposed rule.” 83 Fed. Reg. at 46695. But that is not the case, as the proposed rule would render the Board’s standard for assessing claims of joint employment more discordant with the standard under parallel federal laws, such as the Fair Labor Standards Act (FLSA), than it is currently. *Compare* 83 Fed. Reg. at 46696–97 (text of proposed rule), *with Rutherford Food Corp. v. McComb*, 331 U.S. 722 (1947) (adopting broad reading of “employee” under FLSA).¹⁹ Requiring small businesses to assess possible claims of joint employment under multiple, increasingly discordant standards imposes additional costs that the Board must consider.

Finally, the RFA requires agencies to consider alternatives that would reduce the impact of contemplated rules on small businesses. *See* 5 U.S.C. § 603(c). The NPRM states that the Board considered only two alternatives: not promulgating the rule and creating exemptions for certain small entities. 83 Fed. Reg. at 46696. But those suggestions demonstrate that the Board did not actually engage in the analysis that the RFA requires. Creating exemptions for small employers would have the opposite impact of what Congress sought in enacting the RFA. The Board instead should have considered exempting certain *large* employers from the scope of the

Board itself identifies as “most likely to be impacted by the rule”: subcontractors, temporary help service suppliers, temporary help firms, and franchisees. 83 Fed. Reg. at 46694–95.

¹⁹ We are not suggesting that the Board is free to adopt the same standard under the NLRA as courts have adopted under the FLSA, only that the Board must consider whether the proposed rule makes the two standards more discordant and thus imposes additional compliance costs on small businesses.

proposed rule. That exemption would avoid the increase in small employers' liability and insurance costs described above. The Board's failure to consider that alternative, and the Board's consideration of its opposite, demonstrates that the Board did not engage in the required analysis.

It is not surprising that the Board's regulatory flexibility analysis is defective because the entire thrust and purpose of the proposed rule directly contradicts the purpose of the RFA. The RFA was intended to protect small businesses. The proposed rule, by contrast, is intended to protect big businesses. The majority clearly understands that fact, acknowledging in the NPRM that "a large share of our joint-employer cases involves large employers." 83 Fed. Reg. at 46693. To see the purpose and effect of the proposed rule, one need look no further than *BFI* itself, where the controversy was over whether BFI, which "operates one of the largest recycling plants *in the world*," was a joint employer while it was conceded that the smaller labor-supply firm, Leadpoint, was an employer. *BFI*, 2018 U.S. App. LEXIS 36706, at *2–3. *BFI* is typical because labor supply firms are almost universally conceded to be employers of supplied employees (since they hire the employees, set their wages and benefits, and assign them to clients) and the Board acknowledges that at least 93.9% of labor supply firms are "definitely small businesses." 83 Fed. Reg. at 46694. The proposed rule is intended to protect the large clients of these small businesses. The proposed rule is intended to protect franchisors like McDonalds, not its many small franchisees,²⁰ which are indisputably employers and do not argue

²⁰ The Board estimates that 64.3% of franchisees are small businesses. 83 Fed. Reg. at 46694.

otherwise in the ongoing litigation.²¹ An adequate regulatory flexibility analysis would clearly reveal the disproportionate impact of the proposed rule on small businesses.

RFA analysis must “enable direct comparison of small and large entities to determine the degree to which the alternatives chosen disproportionately affect small entities or a specific subset of small entities.” SBA Guide at 33; *see id.* at 37. The Board’s analysis in the NPRM fails to acknowledge that the proposed rule would disproportionately benefit large employers at the expense of small employers and small local unions. It is thus clearly inadequate.

V. THE RULEMAKING PROCESS VIOLATED THE ADMINISTRATIVE PROCEDURE ACT (APA) AND IT IS LIKELY THAT A FINAL RULE WILL VIOLATE THE APA

The Board’s rulemaking procedure to date has violated the APA and it is likely that a final rule will also violate the Act for the following reasons.

First, under the APA, an agency cannot rely on arguments or evidence that are not made part of the rulemaking record. *See* 5 U.S.C. § 706 (directing courts to “review the whole record or those parts of it cited by a party” in determining whether agency action was “arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with law”).²² Yet the Board

²¹ *See, e.g.,* Jo-Dan MadAlisse LTD, LLC’s Motion to Sever at 4–5, *McDonald’s USA, LLC, a joint employer, et al.*, Case No. 02-CA-093893, available at <https://www.nlrb.gov/case/02-CA-093893> (“Motion to Sever” filed on Jan. 30, 2015) (repeating same argument made by all franchisees in their respective motions to sever—that the movant independently operates a franchise of McDonald’s USA, LLC and “has been the *only* employer of the employees working at [its] Restaurant”); *cf.* McDonald’s USA, LLC’s Request for Special Permission to Appeal the ALJ’s Order Denying Its Motion to Sever at 5, *McDonald’s USA, LLC, a joint employer, et al.*, Case No. 02-CA-093893, available at <https://www.nlrb.gov/case/02-CA-093893> (“Request for Special Permission to Appeal” filed on Mar. 2, 2015) (asserting that McDonald’s “has always maintained that it is not a joint employer of the Independent Franchisees’ employees”).

²² *See also Am. Radio Relay League, Inc. v. FCC*, 524 F.3d 227, 239–40 (D.C. Cir. 2008) (Rogers, J.) (“The [agency] made the choice to engage in notice-and-comment rulemaking and to rely on parts of its redacted studies as a basis for the rule. . . . On remand, the [agency] shall make available for notice and comment the unredacted technical studies and data that it has

has done so here. The AFL-CIO learned for the first time on December 6, 2018, when the NLRB produced documents pursuant to a FOIA request, that various employer organizations had extensive input into the formulation of the NPRM. The International Franchise Association, the Coalition for a Democratic Workplace, the Coalition to Save Local Business, the Associated Builders and Contractors, the American Hotel and Lodging Association, the Chamber of Commerce, the HR Policy Association, the Independent Electrical Contractors, the International Foodservice Distributors Association, the National Association of Manufacturers, the National Wholesaler-Distributors, the National Council of Chain Restaurants, the National Federation of Independent Business, the National Restaurant Association, the National Retail Federation, the Restaurant Law Center, and the Retail Industry Leaders Association filed a 29-page Rulemaking Petition in addition to shorter petitions filed by the International Franchise Association and the Restaurant Law Center. *See* Appendix 3. As far as we are aware, the filing of these petitions had not previously been disclosed and is not disclosed in the NPRM. Nor were the petitions made part of the rulemaking record. The failure to cite the petitions in the NPRM was a departure from prior Board practice. *Cf.* Proposed Rules Governing Notification of Employee Rights Under the National Labor Relations Act, 75 Fed. Reg. 80410, 80411–12 (proposed Dec. 22, 2010). The NPRM does not explain that change in practice.

Second, the Board has provided insufficient time for the filing of reply comments. The NPRM provides for only seven days after initial comments are due for the filing of reply

employed in reaching its decisions, and shall make them part of the rulemaking record.” (internal quotation marks, alterations, and citations omitted)); *id.* at 242–43 (Tatel, J., concurring) (writing separately to emphasize that the ordered disclosure was “particularly important because [the agency’s] failure to turn over the unredacted studies undermines th[e] court’s ability to perform the review function APA section 706 demands”).

comments. This is obviously an insufficient period of time given the likely volume of comments. As of January 28, 2019 at 12:30 p.m., half a day before the cutoff for initial comments, there were already 26,197 public submissions filed. It is unreasonable to expect that parties can review and respond to that volume of comments in seven days.

Finally, it is likely that a final rule will also violate the APA because it will not be a “logical outgrowth” of the proposed rule. *See Small Refiner Lead Phase-Down Task Force v. EPA*, 705 F.2d 506, 543 (D.C. Cir. 1983). As set forth above, after the issuance of the NPRM, the D.C. Circuit upheld the central elements of the Board’s re-articulation of the joint employer standard in *BFI*. The D.C. Circuit’s decision in *BFI* thus removes the foundation of the proposed rule. The NPRM suggests that the Board wrongly decided *BFI*, 362 NLRB No. 186 (2015), and that the decision should be overturned in a final rule. *See* 83 Fed. Reg. at 46686–87. But the D.C. Circuit “affirm[ed] the Board’s articulation of the joint-employer test as including consideration of both an employer’s reserved right to control and its indirect control over employees’ terms and conditions of employment.” *BFI*, 2018 U.S. App. LEXIS 36706, at *4. The court could not have been clearer in instructing that “[t]he Board’s rulemaking . . . must color within the common-law lines identified by the judiciary.” *Id.* at *26.

Even if the Board were to follow the D.C. Circuit’s decision in *BFI* in these two fundamental respects, and thus codify the Board’s *BFI* decision instead of overturning it, the court’s decision also requires the Board to address matters that are not addressed in any manner in the NPRM. Specifically, the decision requires that the Board “differentiate between those aspects of indirect control relevant to status as an employer, and those quotidian aspects of common-law third-party contract relationships.” *BFI*, 2018 U.S. App. LEXIS 36706, at *49–50. The NPRM did not address this issue because it proposed to wholly discount indirect control.

But the D.C. Circuit has now required that the Board “erect some legal scaffolding that keeps the [indirect control] inquiry within traditional common-law bounds and recognizes that ‘[s]ome such supervision is inherent in any joint undertaking, and does not make the contributing contractors employees.’” *Id.* at *51 (second alteration in original) (quoting *Radio City Music Hall Corp. v. United States*, 135 F.2d 715, 718 (2d Cir. 1943) (L. Hand, J.)).

In addition, the D.C. Circuit has now required that the Board “clarify what ‘meaningful collective bargaining’ might require in an arrangement like this,” *i.e.*, a joint employer arrangement. *BFI*, 2018 U.S. App. LEXIS 36706, at *54. Again, the NPRM did not address this issue because it proposed wholly abandoning the *BFI* standard. But the D.C. Circuit has now required that, if the Board retains this element of the test (which the court did not hold was required by the common law or the NLRA), it must “clarify what ‘meaningful collective bargaining’ entails and how it works in this setting.” *Id.* at *55

Importantly, the Board cannot issue a NPRM providing for A and then issue a final rule providing for not A. And, even if it could, the Board cannot further alter the proposed rule in a final rule in an attempt to conform to the D.C. Circuit’s holding, as such a final rule would not be a “logical outgrowth” of the proposed rule. *Small Refiner*, 705 F.2d at 543. In *Daimler Trucks North America, LLC v. EPA*, 737 F.3d 95 (D.C. Cir. 2013), for example, the D.C. Circuit held that a final rule was not a logical outgrowth of the proposed rule because the court could not conclude “that petitioners, ‘ex ante, should have anticipated the changes to be made in the course of the [2012] rulemaking.’” *Id.* at 103 (alteration in original) (quoting *City of Waukesha v. EPA*, 320 F.3d 228, 246 (D.C. Cir. 2003)). The same is true here. The Board must make changes to its proposal in light of the court’s decision in *BFI*, and interested parties cannot anticipate and meaningfully comment on those changes at this time.

Indeed, to proceed with the current rulemaking and adopt a final rule that is necessarily substantially different from the proposal would be unfair to interested parties and would not permit the type of meaningful comment that the APA was intended to produce. As the D.C. Circuit has explained, “[a]gency notice must describe the range of alternatives being considered with reasonable specificity. Otherwise, interested parties will not know what to comment on, and notice will not lead to better-informed agency decisionmaking.” *Small Refiner*, 705 F.2d at 549.

For these reasons, the AFL-CIO, along with other interested unions, moved the Board on January 7, 2019, to suspend the rulemaking process until the court’s decision in *BFI* became final—*i.e.*, until the time to move for reconsideration or file a petition for a writ of *certiorari* had run or until such a motion or petition was denied or the decision was affirmed—and, at that time, to withdraw the NPRM. *See* Appendix 4. The Board did not rule on the motion, but instead merely extended the comment period for two weeks.²³

The Board cannot issue a final rule conforming to the court’s decision in *BFI* without violating the APA.

²³ *See* NLRB Press Release, NLRB Further Extends Time for Submitting Comments on Proposed Joint-Employer in Light of D.C. Circuit’s Recent Browning-Ferris Decision (Jan. 11, 2019), <https://www.nlr.gov/news-outreach/news-story/nlr-further-extends-time-submitting-comments-proposed-joint-employer-1>.

VI. CONCLUSION

For the reasons stated above, the Board should withdraw the NPRM or, in the alternative, not proceed to adopt the proposed rule.

Respectfully submitted,

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APPENDIX 1



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
FREEDOM OF INFORMATION ACT BRANCH
Washington, D.C. 20570

Via email

December 6, 2018

Mr. Craig Becker
AFL-CIO
815 16th Street NW
Washington, DC 20006

Re: FOIA Case No. NLRB-2019-000007

Dear Mr. Becker:

This is the first production of records in partial response to your request under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, received in this Office on October 1, 2018, in which you seek, in relation to the Board's recently issued Notice of Proposed Rulemaking (NPRM) concerning "The Standard for Determining Joint-Employer Status," 83 Fed. Reg 46681 (Sept. 14, 2018), the following:

1. Any form of list of cases pending before the Board or in its regional offices raising the question of whether two or more employers jointly employ a common set of employees, including any of the following information: the name of the cases, the number of the cases, and the names of parties to the cases and their counsel.

2. Any form of list of cases decided by the Board, an administrative law judge, or a regional director or that were the subject of an advice memo, or decision by the office of appeals, addressing the question of whether two or more employers jointly employ a common set of employees and citing *Browning-Ferris Indus. of California, Inc.*, 362 NLRB No. 186 (Aug. 27, 2015), including any of the following information: the name of the cases, the number of the cases, and the names of parties to the cases and their counsel.

3. Any analysis of the number of NLRB cases in which any party alleged that two or more employers are alleged to be joint employer of a common set of employees before and after the Board's decision in *Browning-Ferris Indus. of California, Inc.*, 362 NLRB No. 186 (Aug. 27, 2015).

4. Any analysis of the types of NLRB cases in which any party alleged that two or more employers are alleged to be joint employer of a common set of employees before and after the Board's decision in *Browning-Ferris Indus. of California, Inc.*, 362 NLRB No. 186 (Aug. 27, 2015).

5. Any analysis of the outcomes of NLRB cases in which any party alleged that two or more employers are alleged to be joint employer of a common setoff employees before and after the Board's decision in *Browning-Ferris Indus. of California, Inc.*, 362 NLRB No. 186 (Aug. 27, 2015).

6. Any analysis of the impact of the Board's decision in *Browning-Ferris Indus. of California, Inc.*, 362 NLRB No. 186 (Aug. 27, 2015), on collective bargaining.

7. Any analysis of the impact of the Board's decision in *Browning-Ferris Indus. of California, Inc.*, 362 NLRB No. 186 (Aug. 27, 2015), on employees' exercise of their rights under Section 7 of the National Labor Relations Act.

8. Any analysis of the impact of the Board's decision in *Browning-Ferris Indus. of California, Inc.*, 362 NLRB No. 186 (Aug. 27, 2015), on labor organizations participation in or encouragement of activity prohibited by Section 8(b)(4) of the Labor Management Relations Act.

9. Any analysis of the impact of the Board's decision in *Browning-Ferris Indus. of California, Inc.*, 362 NLRB No. 186 (Aug. 27, 2015), on any specific industry, including but not limited to, the temporary help industry, the restaurant industry, the fast-food industry, and the construction industry.

10. Any analysis of the impact of the Board's decision in *Browning-Ferris Indus. of California, Inc.*, 362 NLRB No. 186 (Aug. 27, 2015), on any specific type of business relationship, including but not limited to, labor user-labor supplier, contractor-subcontractor, franchisor-franchisee, predecessor-successor, creditor-debtor, lessor-lessee, parent-subsidary, contractor-consumer.

11. Any analysis of the impact of the Board's decision in *Browning-Ferris Indus. of California, Inc.*, 362 NLRB No. 186 (Aug. 27, 2015), on business practices or contractual relationships.

12. All documents created, used, or reviewed in relation to the factual assertions of the Notice of Proposed Rulemaking (NPRM) on "The Standard for Determining Joint-Employer Status", 83 Fed. Reg. 46681 (Sept. 14, 2018), in the paragraph on page 46693 containing footnote 53 to 54, starting with the third sentence of the paragraph and continuing to the end of the paragraph.

13. All documents created, used or reviewed in relation to the factual assertions in the NPRM on "The Standard for Determining Joint-Employer Status" in the sentences ending with footnotes 53 and 54, including, but not limited to, any such documents that reveal how many of the filings described in those sentences occurred during each year or each month of the described period.

14. Any documents analyzing or addressing the impact of the proposed rule on cases currently pending before the Board or the court of Appeals.

15. Any documents related to the "comprehensive review of its policies and procedures governing ethics and recusal requirements for Board Members" that the Board announced it was undertaking on June 8, 2018.

16. Any documents relating to any consideration of the "ethics and recusal requirement for Board Members" in relation to rule making that was part of the "comprehensive review."

17. Any documents relating to any consideration of the "ethics and recusal requirements for Board Members" in relation to rule making concerning the joint-employer standard that was part of the "comprehensive review."

18. Any documents relating to the ethics of any specific current Board Members participating in promulgation of the NPRM on the joint-employer standard.

You requested expedited treatment of your request and a waiver of fees associated with the processing of the request.

We acknowledged your request on October 1, 2018. By email dated October 2, 2018, we advised you that your fee waiver request was under consideration and that the timing for the processing of the request would be tolled pending a decision on the fee waiver. On October 5, 2018, your request for expedited processing was granted. On November 14, 2018, your request for a fee waiver was denied. In a subsequent phone conversation with a member of my staff you assumed responsibility for fees associated with the processing of the request.

Pursuant to the FOIA, a reasonable search for responsive records was conducted in the Agency's electronic case management system, NxGen. In addition, further searches, which are on-going, were directed to the Board and their staffs, the Office of the Solicitor, the Office of the Executive Secretary, the Ethics Office, the Contempt, Compliance, and Special Litigation Branch, the Appellate and Supreme Court Litigation Branch, the Division of Advice, and the Office of Appeals. Given the scope of your request and the time involved in conducting these searches and reviewing responsive records for applicable FOIA

Exemptions, I am providing an initial production of records responsive to Request items 1, 2, 3, 4, 9, 10, 12, and 13. Records responsive to the remaining Request items will be provided in a supplemental response.

In response to Request item 1 for lists of pending cases raising the question of whether two or more employers jointly employ a common set of employees, a search was conducted in the Agency's electronic casehandling system, NxGen, for all open/pending R and C cases in which the case name contains the term "joint employer." The search was conducted in this manner because that is the only way to search for the information since NxGen has no specific field to identify whether a specific allegation of joint employer status has been made in an individual charge or petition. This search yielded the attached excel spreadsheet, which is named "Pending Joint Employer Cases." Please note that the spreadsheet contains multiple entries for each case because your request sought contact information for involved parties and the spreadsheet reflects each account/representative associated with the case. Please also note that while we pulled cases where the phrase "joint employer" was in the case name, we cannot discern from the pull of information whether the entities' status as joint employers was litigated or even contested. In addition, joint employer status could have been contested and/or litigated without the phrase "joint employer" included in the case name. Moreover, regional personnel may have removed the phrase "joint employer" from the case name after reaching a determination that the designation was no longer appropriate.

In response to Request item 2 for lists of cases decided by the Board, an administrative law judge, or a regional director, or that were the subject of an Advice memo, or decision by the Office of Appeals, which addresses the question of whether two or more employers jointly employ a common set of employees and cites *Browning-Ferris Indus. of California, Inc.*, 362 NLRB No. 186 (Aug. 27, 2015) (BFI), several searches were conducted. First, regarding lists of cases decided by the Board, an administrative law judge, or a regional director, a search was conducted of NxGen for cases where the phrase "joint employer" is included in the names of the cases that issued after August 27, 2015. As noted above, the search was conducted in this manner because NxGen has no specific field to identify whether an allegation of joint-employer status has been made in an individual charge or petition. The same limitations on the data pull described above also apply to these Request items. The attached spreadsheet, which is named "C & R Cases—Complaints Issued, RD Decisions, Board Decisions, ALJ Decisions," contains the resulting list of cases where the Board or an ALJ issued a decision, a regional director issued complaint, and a regional director issued a Decision and Direction of Election or Decision and Order in a representation case. We are not able to extract data for a list of cases where regional directors determined not to issue complaint, other than the *H & M Construction* case (15-CA-164416), which was the subject of an Advice Memorandum as described below, nor can we compile data for cases where the

regional director made a determination but the case settled prior to issuance of complaint.

With regard to your request in item 2 for a list of Advice Memoranda or decisions by the Office of Appeals, manual searches were conducted by staff of the Division of Advice and the Office of Appeals for cases involving the joint employer issue and citing *BFI*. The Office of Appeals and the Division of Advice do not maintain lists of cases. However, the staff in the Division of Advice conducted a manual search that yielded the following Advice Memoranda, which are attached.

1. *Ashford TRS Nickel*, Case No. 19-CA-147032
2. *Telemundo*, Case No. 12-CA-186493
3. *H & M Construction*, Case No. 15-CA-164416
4. *Brooks Memorial Hospital*, Case No. 03-CA 148201
5. *Trump Entertainment Resorts and Icahn Enterprises*, Case No. 04-CA-143464

These records are being provided to you partially redacted pursuant to FOIA Exemptions 5, 6, 7(A), and 7(C), 5 U.S.C. § 552 (b)(5), (b)(6), (b)(7)(A), and (b)(7)(C), as explained below. Moreover, additional information regarding these records, including the names of party representatives, are available on the Agency's website at www.nlr.gov, by going to the Cases & Decisions tab, clicking case search, entering the case number, and viewing the applicable case page.

A manual search conducted by staff in the Office of Appeals yielded six pages of responsive records. These records are being provided to you in their entirety or partially redacted pursuant to FOIA Exemptions 6 and 7(C), 5 U.S.C. § 552 (b)(6) and (b)(7)(C).

Regarding the partial redactions of the enclosed records, Exemption 5 allows agencies to withhold "inter-agency or intra-agency memorandums or letters which would not be available by law to a party other than an agency in litigation with the agency," and covers records that would "normally be privileged in the civil discovery context." *NLRB v. Sears, Roebuck & Co.*, 421 U.S. 132, 149 (1975). Exemption 5 is designed to protect and promote the objectives of fostering frank deliberation and consultation within an agency and to prevent a premature disclosure that could disrupt and harm the agency's decision-making process. *Id.* at 150-52. The deliberative process and attorney work-product are two of the primary privileges incorporated into Exemption 5.

The deliberative process privilege protects the internal decision-making processes of government agencies in order to safeguard the quality of agency decisions. *Competitive Enter. Inst. v. OSTP*, 161 F. Supp.3d 120, 128 (D.D.C.

2016). The basis for this privilege is to protect and encourage the creative debate and candid discussion of alternatives. *Jordan v. U.S. Dept. of Justice*, 591 F.2d 753, 772 (D.C. Cir.1978).

Two fundamental requirements must be satisfied before an agency may properly withhold a record pursuant to the deliberative process privilege. First, the record must be predecisional, *i.e.*, prepared in order to assist an agency decision-maker in arriving at the decision. *Renegotiation Bd. v. Grumman Aircraft Eng'g Corp.*, 421 U.S. 168, 184 (1975); *Judicial Watch, Inc. v. FDA*, 449 F.3d 141, 151 (D.C. Cir. 2006). Second, the record must be deliberative, *i.e.*, "it must form a part of the agency's deliberative process in that it makes recommendations or expresses opinions on legal or policy matters." *Judicial Watch, Inc. v. FDA*, 449 F.3d at 151 (quoting *Coastal States Gas Corp. v. U.S. Dep't of Energy*, 617 F.2d 854, 866 (D.C. Cir. 1980)). The protected status of a predecisional record is not altered by the subsequent issuance of a decision, *see, e.g.*, *Fed. Open Mkt. Comm. v. Merrill*, 443 U.S. 340, 360 (1979); *Elec. Privacy Info. Ctr. v. DHS*, 384 F. Supp. 2d 100, 112-13 (D.D.C. 2005), or by the agency opting not to make a decision, *see Judicial Watch, Inc. v. Clinton*, 880 F. Supp. 1, 13 (D.D.C. 1995), *aff'd*, 76 F.3d 1232 (D.C. Cir. 1996) (citing *Russell v. U.S. Dep't of the Air Force*, 682 F.2d 1045 (D.C. Cir. 1982)).

The attorney work-product privilege protects records and other memoranda that reveal an attorney's mental impressions and legal theories that were prepared by an attorney, or a non-attorney supervised by an attorney, in contemplation of litigation. *See United States v. Nobles*, 422 U.S. 225, 239 n.13 (1975); *Hickman v. Taylor*, 329 U.S. 495, 509-10 (1947). Additionally, the protection provided by Exemption 5 for attorney work-product records is not subject to defeat even if a requester could show a substantial need for the information and undue hardship in obtaining it from another source. *See FTC v. Grolier, Inc.*, 462 U.S. 19, 28 (1983). Further, protection against the disclosure of work product records extends even after litigation is terminated. *Id.*

The privilege extends to records prepared in anticipation of both pending litigation and foreseeable litigation and even when no specific claim is contemplated at the time the attorney prepared the material. *Schiller v. NLRB*, 964 F.2d 1205, 1208 (D.C. Cir. 1992). Furthermore, the privilege protects any part of a record prepared in anticipation of litigation, not just the portions concerning opinions and legal theories, *see Judicial Watch v. U.S. Dep't of Justice*, 432 F.3d 366, 371 (D.C. Cir. 2005), and is intended to protect an attorney's opinions, thoughts, impressions, interpretations, analyses and strategies. *Id.*; *see also Wolfson v. United States*, 672 F.Supp.2d 20, 29 (D.D.C. 2009). *See Judicial Watch*, 432 F.3d at 371 (finding that an agency need not segregate and disclose non-exempt material if a record is fully protected as work product).

Here, portions of the responsive records meet the requirements for Exemption 5 protection under both the deliberative process privilege and the attorney work-product doctrine. They are internal and predecisional. They reflect the views of the General Counsel and his Regional staff concerning prosecutorial policies and strategies in the processing of unfair labor practice cases. Since they analyze various legal theories and strategies, portions of the attached records clearly reflect the deliberative and consultative process of the Agency that Exemption 5 protects from forced disclosure. *Sears, Roebuck and Co.*, 421 U.S. at 150-52. Additionally, the records also contain attorney work-product that is being withheld, as they reflect legal analyses and casehandling instructions from the General Counsel regarding strategies in litigating unfair labor practice cases. In sum, portions of the attached records are exempt from disclosure pursuant to FOIA Exemption 5.

Other portions of the responsive records are partially redacted under FOIA Exemptions 6 and 7(C), since their disclosure could constitute an unwarranted invasion of privacy. Exemption 6 permits agencies to withhold information about individuals in "personnel and medical and similar files" where the disclosure of the information "would constitute a clearly unwarranted invasion of personal privacy." 5 U.S.C. § 552(b)(6). *Am. Immigration Lawyers Ass'n v. Exec. Office for Immigration Review*, 830 F.3d 667, 673 (D.C. Cir. 2016). The "files" requirement covers all information that "applies to a particular individual." *U.S. Dep't of State v. Wash. Post Co.*, 456 U.S. 595, 601-02 (1982). See also *Judicial Watch, Inc. v. FDA*, 449 F.3d 141, 198-199 (D.C. Cir. 2006) (Exemption 6 should be "read . . . to exempt not just files, but also bits of personal information, such as names and addresses"). Exemption 7(C) permits agencies to withhold information compiled for law enforcement purposes where disclosure of the information "could reasonably be expected to constitute an unwarranted invasion of personal privacy." 5 U.S.C. § 552(b)(7)(C); *U.S. Dep't of Justice v. Reporters Comm. for Freedom of the Press*, 489 U.S. 749, 756 (1989).

Application of Exemptions 6 and 7(C) requires a two-part balancing test that considers the following factors: (1) whether there is a legitimate personal privacy interest in the requested information, and, if so; (2) whether there is a countervailing public interest in disclosure that outweighs the privacy interest. *Judicial Watch, Inc. v. Nat'l Archives & Records Admin.*, 214 F. Supp. 3d 43, 58 (D.D.C. 2016), *aff'd*, 876 F.3d 346 (D.C. Cir. 2017), citing *Nat'l Archives & Records Admin. v. Favish*, 541 U.S. 157, 171 (2004).

With respect to the first factor, the Supreme Court has described Exemptions 6 and 7(C) as reflecting privacy interests in "avoiding disclosure of personal matters," *Reporters Comm.*, 489 U.S. at 762, maintaining the "individual's control of information concerning his or her person," *id.* at 763, avoiding "disclosure of records containing personal details about private citizens," *id.* at 766, and "keeping personal facts away from the public eye," *id.* at 769. Disclosures that

would subject individuals to possible embarrassment, harassment, or the risk of mistreatment also constitute intrusions into privacy under Exemptions 6 and 7(C). *Id.* at 771. See also *Cameranesi v. U.S. Dep't of Defense*, 856 F.3d 626, 638 (9th Cir. 2017), citing *U.S. Dep't of State v. Ray*, 502 U.S. 154, 176-77 (1991). Consistent with these concerns, privacy interests have been recognized for individuals named in law enforcement investigations, including third parties mentioned in investigatory files, as well as witnesses and informants who provide information during the course of an investigation. See *Rugiero v. U.S. Dep't of Justice*, 257 F.3d 534, 552 (6th Cir. 2001); *Nation Magazine v. U.S. Customs Serv.*, 71 F.3d 885, 894 (D.C. Cir. 1995); and *Van Bourg, Allen, Weinberg & Roger v. NLRB*, 751 F.2d 982, 985 (9th Cir. 1985).

With respect to the second factor, the Supreme Court has described the type of public interest involved as being information that if disclosed would "shed...light on an agency's performance of its statutory duties." *U.S. Dep't of Justice v. Reporters Comm. For the Freedom of the Press*, 489 U.S. 749, 773 (1989). The public's interest in disclosure depends on "the extent to which disclosure would serve the 'core purpose of the FOIA,' which is 'contribut[ing] significantly to public understanding of the operations or activities of the government.'" *U.S. Dep't of Def. v. Fed. Labor Relations Auth.*, 510 U.S. 487, 495 (1994) (emphasis in original), quoting *Reporters Comm.*, 489 U.S. at 775. To defeat the type of privacy interest described above, there must be some indication that the "public interest sought to be advanced is a significant one, an interest more specific than having the information for its own sake . . . [and that] the information is likely to advance that interest." *Nat'l Archives & Records Admin.*, 541 U.S. at 172.

The attached responsive records are investigative files created by the Agency to enforce the Act and contain individuals' names, addresses, and other identifying information that fits squarely within the types of privacy interests that Exemption 6 and 7(C) were intended to protect from disclosure. By contrast, I perceive no countervailing public interest in disclosure that would outweigh the private interests identified above.

Finally, Exemption 7(A) allows an agency to withhold records included in an open investigatory file where disclosure could reasonably be expected to interfere with enforcement proceedings. See *NLRB v. Robbins Tire & Rubber Co.*, 437 U.S. 214, 236 (1978).

Another record, a 27-page Advice Memorandum, is being withheld in its entirety pursuant to FOIA Exemption 7(A), in addition to 5, 6, and 7(C), 5 U.S.C. § 552 (b)(5), (b)(6), (b)(7)(A), and (b)(7)(C), as described above. This record is part of an open investigatory file, its disclosure would prematurely reveal the General Counsel's case, and it contains information that meets the requirements of the deliberative process and attorney work product privileges, as described above. The record is therefore exempt from disclosure.

With regard to Request items 3, 4, 12 and 13, in which you seek any analyses of the number and types of cases where any party alleges that two or more employers are joint employers, and copies of the information relied upon by the Agency to support the assertions in the Federal Register NPRM on joint employer accompanying notes 53 and 54, a search conducted by the Contempt, Compliance, and Special Litigation Branch has yielded 23 pages of releasable responsive records, which is attached. I am also withholding a draft of these records pursuant to FOIA Exemption 5, 5 U.S.C. § 552 (b)(5). As explained above, Exemption 5 allows agencies to withhold records "normally privileged in the civil discovery context," and protects from disclosure deliberative process and the work-product material. *NLRB v. Sears, Roebuck & Co.*, 421 U.S. at 149. Draft records generated by Agency staff fall squarely within the protection of Exemption 5's deliberative process and work product privileges. *Coastal States Gas Corp. v. Dep't of Energy*, 617 F.2d at 866.

With regard to Request items 9 and 10 in which you seek any analyses of the impact of the Board's decision in *BFI* on any specific industry, including but not limited to, the temporary help industry, the restaurant industry, the fast-food industry, the construction industry, labor user-labor supplier, contractor-subcontractor, franchisor-franchisee, predecessor-successor, creditor-debtor, lessor-lessee, parent-subsidiary, contractor-consumer, the on-going manual search being conducted by Board staff has yielded 49 pages of responsive records to date. These records, which are being disclosed in their entirety, are attached.

You may expect a further disclosure once the search and review of the responsive material is completed. While we are including your appeal rights below, in the interests of efficiency, avoiding piecemeal appeals, and saving the resources of your organization and the government, we request that you consider holding any administrative appeal until the Agency's final production of records. Upon the Agency's final production of records, you will receive a final determination letter that will include information regarding your appeal rights pursuant to NLRB Rules and Regulations, 29 C.F.R. § 102.117(c)(2)(v). We will assess fees with the final release of documents.

For the purpose of assessing fees, we have placed you in Category A, commercial use requester. This category refers to requests "from or on behalf of a person who seeks information for a use or purpose that furthers the commercial, trade, or profit interests of the requester or the person on whose behalf the request is made, which can include furthering those interests through litigation." NLRB Rules and Regulations, 29 C.F.R. § 102.117(d)(1)(v). Consistent with this fee category, you "will be assessed charges to recover the full direct costs of searching for, reviewing for release, and duplicating the records sought." 29 C.F.R. § 102.117(d)(2)(ii)(A). Charges are \$9.25 per quarter-

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hour of professional time. 29 C.F.R. § 102.117(d)(2)(i). We will assess fees with the last production.

You may contact Rosetta Lane, the FOIA Attorney-Advisor who processed your request, at (202) 568-3526, or by email at rosetta.lane@nrlrb.gov, as well as the Agency's FOIA Public Liaison, Patricia A. Weth, for any further assistance and/or to discuss any aspect of your request. The FOIA Public Liaison, in addition to the FOIA Specialist or Attorney-Advisor, can further explain responsive and releasable agency records, suggest agency offices that may have responsive records, and/or discuss how to narrow the scope of a request in order to minimize fees and processing times. The contact information for the Agency's FOIA Public Liaison is:

Patricia A. Weth
FOIA Public Liaison
National Labor Relations Board
1015 Half Street, S.E., 4th Floor
Washington, D.C. 20570
Email: FOIAPublicLiaison@nrlrb.gov
Telephone: (202) 273-0902
Fax: (202) 273-FOIA (3642)

After first contacting the Agency, you may additionally contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA dispute resolution services it offers. The contact information for OGIS is:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road-OGIS
College Park, Maryland 20740-6001
Email: ogis@nara.gov
Telephone: (202) 741-5770
Toll free: (877) 684-6448
Fax: (202) 741-5769

You may obtain a review of this determination under the NLRB Rules and Regulations, 29 C.F.R. § 102.117(c)(2)(v), by filing an administrative appeal with the Division of Legal Counsel (DLC) through FOIAonline at:
<https://foiaonline.regulations.gov/foia/action/public/home>
or by mail or email at:

Chief FOIA Officer
National Labor Relations Board
1015 Half Street, S.E., 4th Floor

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Washington, D.C. 20570
Email: DLCFOIAAppeal@nrlrb.gov

Any appeal must be postmarked or electronically submitted within 90 days of the date of this letter, such period beginning to run on the calendar day after the date of this letter. Any appeal should contain a complete statement of the reasons upon which it is based.

Please be advised that contacting any Agency official (including the FOIA Specialist, Attorney-Advisor, FOIA Officer, or the FOIA Public Liaison) and/or OGIS does not stop the 90-day appeal clock and is not an alternative or substitute for filing an administrative appeal.

Sincerely,

/s/ Synta E. Keeling

Synta E. Keeling
Freedom of Information Act Officer

Attachment: (two excel spreadsheets; 128 pages)

CASE NUMBER	CASE NAME	CASE TYPE	CASE STATUS	CASE FILED DATE	CASE CLOSED DATE	CAT	CLOSED REASON	AJL DECISION DT	BOARD DECISION DT	CIRCUIT CRT DECISION DT
28-CA-095529	Millennium Staffing Services (Joint Employer with World Market Center)	CA	Closed	1/17/2013	2/11/2013	3	Withdrawal Non-adj	NULL	NULL	NULL
05-CA-095586	National Whistleblower Center, National Whistleblower Legal Defense & Education Fund, and Kohn, Kohn, and Colapinto	CA	Closed	1/17/2013	2/11/2013	3	Withdrawal Non-adj	NULL	NULL	NULL
05-CA-095588	National Whistleblower Center, National Whistleblower Legal Defense & Education Fund, and Kohn, Kohn, and Colapinto	CA	Closed	1/17/2013	2/11/2013	3	Dismissal Non-adj	NULL	NULL	NULL
28-CA-095592	World Market Center (Joint Employer with Millennium Staffing Services)	CA	Closed	1/17/2013	2/11/2013	3	Dismissal Non-adj	NULL	NULL	NULL
30-CA-095594	RANDALL PARK RENTALS 1 LLC, COLONIAL MANAGEMENT LLC, GEBHARDT DEVELOPMENT LLC, OAKVIEW ASSOCIATES	CA	Closed	1/18/2013	4/29/2013	3	Informal Settlement	NULL	NULL	NULL
02-CA-095620	1 LINCOLN SQUARE CONDOMINIUM AND COOPER SQUARE REALTY AS JOINT EMPLOYERS	CA	Closed	1/19/2013	6/20/2013	3	Informal Settlement	NULL	NULL	NULL
18-CA-095615	S&K Aerospace, LLC and Murray Guard, Inc. (Joint Employers)	CA	Closed	1/19/2013	2/18/2013	3	Withdrawal Non-adj	NULL	NULL	NULL
15-CA-095622	Cordova Professional Services, Inc. and American National Insurance Co. (Joint Employers)	CA	Closed	1/18/2013	9/12/2013	3	Dismissal Non-adj	NULL	NULL	NULL
10-CA-095622	YOUNG'S TRUCK CENTER D/B/A ADVANTAGE TRUCK CENTER, LLC AND TOTAL HUMAN RESOURCES, INC., JOINT EMPLOY	CA	Closed	1/23/2013	9/19/2013	3	Withdrawal Non-adj	NULL	NULL	NULL
29-CA-097001	The Gresham Condominium and AXAM Associates, as joint employers	CA	Closed	1/24/2013	8/29/2013	2	Informal Settlement	NULL	NULL	NULL
02-CA-097305	840 ATLANTIC AVENUE, LLC, A McDONALD'S FRANCHISEE, AND McDONALD'S USA, LLC, JOINT EMPLOYERS	CA	Open	1/30/2013	NULL	3	NULL	NULL	NULL	NULL
13-CA-097519	Skidmore, LLC d/b/a Papa John's Pizza and South Loop Pizzeria North LLC as a single and/or joint employer	CA	Closed	2/1/2013	7/9/2013	2	Informal Settlement	NULL	NULL	NULL
02-CA-097827	AID, INC., A McDONALD'S FRANCHISEE, AND McDONALD'S USA, LLC, JOINT EMPLOYERS	CA	Open	2/6/2013	NULL	3	NULL	NULL	NULL	NULL
02-CA-098009	MCDONALD'S STREET HOLDING, LLC, A McDONALD'S FRANCHISEE, AND McDONALD'S USA, LLC, JOINT EMPLOYERS	CA	Open	2/6/2013	NULL	3	NULL	NULL	NULL	NULL
01-CA-098145	Stanford Plaza Hotel and Conference Center and Stamford Plaza, LP, a joint and/or single Employer	CA	Open	2/12/2013	NULL	3	NULL	NULL	5/9/2013	8/11/2014
07-CA-098145	Stanford Plaza Hotel and Conference Center and Stamford Plaza, LP, a joint and/or single Employer	CA	Open	2/12/2013	NULL	3	NULL	NULL	11/26/2014	6/11/2014
07-CA-098299	IBC North America, Inc. and Staffworks, Inc. (Joint Employers)	CA	Closed	2/13/2013	12/16/2013	3	Informal Settlement	NULL	NULL	NULL
06-CA-098476	FirstEnergy Corp., and its subsidiary, FirstEnergy Generation Corp. & Allegheny Energy, Inc. & its subsidiary Allegheny Energy	CA	Closed	2/14/2013	3/27/2013	3	Withdrawal Non-adj	NULL	NULL	NULL
02-CA-098604	14 EAST 47TH STREET, LLC, A McDONALD'S FRANCHISEE, AND McDONALD'S USA, LLC, JOINT EMPLOYERS	CA	Open	2/15/2013	NULL	3	NULL	NULL	NULL	NULL
02-CA-098676	18884 FOOD CORP., A McDONALD'S FRANCHISEE, AND McDONALD'S USA, LLC, JOINT EMPLOYERS	CA	Open	2/15/2013	4/4/2013	3	NULL	NULL	NULL	NULL
14-CA-098570	Alliance Plumbing and Terra Nova (Joint employers)	CA	Open	2/15/2013	NULL	3	Withdrawal Non-adj	NULL	NULL	NULL
02-CA-098659	JOHN C. FOOD CORP., A McDONALD'S FRANCHISEE, AND McDONALD'S USA, LLC, JOINT EMPLOYERS	CA	Open	2/15/2013	NULL	3	NULL	NULL	NULL	NULL
02-CA-098662	LEWIS FOODS OF ARIZONA STREET, LLC, A McDONALD'S FRANCHISEE, AND McDONALD'S USA, LLC, JOINT EMPLOYERS	CA	Open	2/15/2013	1/9/2014	3	Informal Settlement	NULL	NULL	NULL
10-CA-098640	CREC GROUP, LLC AND LIME GOVERNMENT SERVICES, LLC, JOINT EMPLOYERS	CA	Closed	2/19/2013	10/31/2013	3	Informal Settlement	NULL	NULL	NULL
02-CA-098641	HOONAH AND DOUGLAS ELLMAN PROPERTY MANAGEMENT as joint employers	CA	Closed	2/19/2013	4/24/2013	2	Withdrawal Non-adj	NULL	NULL	NULL
29-CA-098828	MTA Bus and Summit Security, as joint employers	CA	Closed	2/21/2013	1/17/2013	3	Informal Settlement	NULL	NULL	NULL
31-CA-098820	EI Networks Productions and Rugby Productions LTD, as single or joint employers	CA	Closed	2/21/2013	7/17/2013	3	Informal Settlement	NULL	NULL	NULL
02-CA-098846	Riverbay Corporation and Marion Real Estate, Inc. (Joint Employers)	CA	Closed	3/1/2013	12/24/2013	3	Informal Settlement	NULL	NULL	NULL
04-CA-099539	MDT PERSONNEL/ INDIANA INDUSTRIAL SERVICES, JOINT EMPLOYERS	CA	Closed	3/1/2013	12/24/2013	3	Informal Settlement	NULL	NULL	NULL
04-CA-098846	MDT PERSONNEL/ INDIANA INDUSTRIAL SERVICES, JOINT EMPLOYERS	CA	Closed	3/1/2013	12/24/2013	3	Informal Settlement	NULL	NULL	NULL
04-CA-099542	MDT PERSONNEL/ INDIANA INDUSTRIAL SERVICES, JOINT EMPLOYERS	CA	Closed	3/1/2013	5/30/2013	3	Informal Settlement	NULL	NULL	NULL
04-CA-099507	ALL SEASONS CLIMATE CONTROL INC. & ADVANCED MECHANICAL HEATING, AIR CONDITIONING & PLUMBING SYSTEM	CA	Closed	3/4/2013	7/31/2013	3	Dismissal Non-adj	NULL	NULL	NULL
13-CA-099518	GCA Terminal Equipment Corporation (GCA TEC Oxford Electronics (OXFORD) as joint employers	CA	Closed	3/4/2013	7/31/2013	2	Informal Settlement	NULL	NULL	NULL
29-CA-100136	833 Central Owners Corp./BGS Realty LLC as joint employers	CA	Closed	3/13/2013	12/12/2013	2	Withdrawal Non-adj	NULL	9/10/2013	NULL
22-CA-100327	Rosendy Hospitality, Secaucus, LP, and La Plaza Secaucus, LLC, as joint employers, d/b/a The Empire Meadowlands Hotel	CA	Closed	3/13/2013	5/30/2013	3	Withdrawal Non-adj	NULL	NULL	NULL
08-CA-100511	MACX INDUSTRIES, INC., MACX CONCRETE INC., MACX TRANSPORT, INC., AND MACX VAULT COMPANY, JOINT EMPLOY	CA	Closed	3/18/2013	5/30/2013	3	Withdrawal Non-adj	NULL	NULL	NULL
28-CA-100711	Edgewater Motel Casino Resort Laughlin/Colorado Belle Hotel Casino Laughlin, Joint Employers	CA	Closed	3/19/2013	4/4/2013	3	Withdrawal Non-adj	NULL	NULL	NULL
04-CA-100109	MDT PERSONNEL/ INDIANA INDUSTRIAL SERVICES, JOINT EMPLOYERS	CA	Closed	3/27/2013	12/24/2013	3	Informal Settlement	NULL	NULL	NULL
04-CA-101316	MDT PERSONNEL/ INDIANA INDUSTRIAL SERVICES, JOINT EMPLOYERS	CA	Closed	3/27/2013	12/24/2013	3	Informal Settlement	NULL	NULL	NULL
04-CA-101314	MDT PERSONNEL/ INDIANA INDUSTRIAL SERVICES, JOINT EMPLOYERS	CA	Closed	4/2/2013	8/21/2013	2	Informal Settlement	NULL	NULL	NULL
22-CA-102186	ROSEDEV HOSPITALITY SECaucus, L.P. AND LA PLAZA SECaucus, LLC, AS JOINT EMPLOYERS, D/B/A THE EMPIRE MEAD	CA	Closed	4/3/2013	8/21/2013	2	Dismissal Non-adj	NULL	NULL	NULL
02-CA-102187	WUTH FENANDEZ FAMILY RESIDENCE A FACILITY WHOLLY OWNED BY SOUTH BRONX COMMUNITY MANAGEMENT CON	CA	Closed	4/9/2013	11/14/2013	3	Dismissal Non-adj	NULL	NULL	NULL
10-CA-102162	CREATIVE MANAGEMENT TECHNOLOGY INC. D/B/A CMIT AND CREATIVE MILL (JOINT EMPLOYERS)	CA	Closed	4/10/2013	4/14/2016	3	Withdrawal Non-adj	NULL	NULL	NULL
09-CA-102703	Jackson Hospital Corporation d/b/a Kentucky River Medical Center, Community Health Systems, Inc., and/or Communi	CA	Open	4/10/2013	NULL	3	NULL	NULL	NULL	NULL
04-CA-102774	TRADESPER INTERNATIONAL, INC. & INDIANA INDUSTRIAL SERVICES INC. JOINT EMPLOYERS	CA	Closed	4/11/2013	4/30/2013	2	Informal Settlement	NULL	NULL	NULL
16-CA-102606	Therapy Milestones of Texas, Inc., Therapeutic Innovations, and Milestone Therapy Services, as a single and/or joint e	CA	Closed	4/16/2013	10/22/2013	3	Informal Settlement	NULL	NULL	NULL
29-CA-102881	PBS FACILITY SERVICES INC., AND ACTIVE MAINTENANCE PLUS INC. (Single Employer), and ADELCO MANAGEMENT LLC	CA	Closed	4/16/2013	6/14/2013	3	Dismissal Non-adj	NULL	NULL	NULL
22-CA-103061	REED-LANE, INC. AND BROCKFORCE, AS JOINT EMPLOYERS	CA	Closed	4/16/2013	5/31/2013	3	Withdrawal Non-adj	NULL	NULL	NULL
08-CA-103859	SP Plus Transportation and The Convention Store, Inc. (Joint Employers)	CA	Closed	4/17/2013	10/2/2014	3	Informal Settlement	NULL	NULL	NULL
01-CA-103040	RIP PROVIDENCE HR LLC and TRG HOSPITALITY, INC. AN AFFILIATE OF THE PROCCACCANTI GROUP, as joint Employers	CA	Open	4/23/2013	NULL	3	NULL	NULL	NULL	NULL
02-CA-103190	BRUCE COLLET & MCDONALD'S USA, LLC AS JOINT OR SINGLE EMPLOYER	CA	Open	4/23/2013	NULL	3	NULL	NULL	NULL	NULL
02-CA-103384	MCDONALD'S STREET HOLDING, LLC, A McDONALD'S FRANCHISEE, AND McDONALD'S USA, LLC, JOINT EMPLOYERS	CA	Open	4/23/2013	NULL	3	NULL	NULL	NULL	NULL
02-CA-103430	Richard G. Larose & McDonald's USA as joint or single Employer	CA	Open	4/23/2013	NULL	3	NULL	NULL	NULL	NULL
15-CA-103628	Huntington Ingalls Industries and CTR Group Joint and/or Single Employers	CA	Closed	4/24/2013	2/4/2014	3	Informal Settlement	NULL	NULL	NULL
02-CA-103734	JUAN A. RODRIGUEZ & MCDONALD'S USA, LLC AS JOINT OR SINGLE EMPLOYER	CA	Closed	4/25/2013	6/10/2013	3	Dismissal Non-adj	NULL	NULL	NULL
02-CA-103726	MICHAEL CHESTER, LLC, A McDONALD'S FRANCHISEE, AND McDONALD'S USA, LLC, JOINT EMPLOYERS	CA	Open	4/25/2013	5/29/2013	3	Withdrawal Non-adj	NULL	NULL	NULL
29-CA-104002	The Gresham Condominium/AXAM Associates as joint Employers	CA	Open	4/25/2013	NULL	3	NULL	NULL	NULL	NULL
02-CA-103771	1531 HULTON STREET, LLC, A McDONALD'S FRANCHISEE, AND McDONALD'S USA, LLC, JOINT EMPLOYERS	CA	Open	4/26/2013	7/9/2013	3	Withdrawal Non-adj	NULL	NULL	NULL
29-CA-104084	T & T Industry Inc. and Rizo Environmental Services Corp., as single and/or joint employers	CA	Closed	4/29/2013	7/9/2013	2	Dismissal Non-adj	NULL	NULL	NULL
16-CA-104126	Philly Milestones of Texas, Inc., Therapeutic Innovations, and Milestone Therapy Services, as a single and/or joint E	CA	Closed	5/1/2013	7/11/2013	3	Dismissal Non-adj	NULL	NULL	NULL
04-CA-104040	THELLY AUTO LABOR SERVICES (TPAS) AND GLOBAL AUTO PROCESSING SERVICES (GAPS) AS JOINT EMPLOYERS	CA	Closed	5/6/2013	5/28/2013	3	Dismissal Non-adj	NULL	NULL	NULL
05-CA-104872	Watkins Security Agency of D.C. Inc. and Covenant Security Services, Ltd., Joint Employers	CA	Closed	5/8/2013	6/9/2014	3	Informal Settlement	NULL	NULL	NULL
31-CA-104872	Hoof Winc, LLC and Ontario Wings, LLC dba Hoofers of Ontario Mills, Joint Employers	CA	Open	5/9/2013	NULL	3	NULL	5/19/2014	10/22/2014	NULL
31-CA-104872	Hoof Winc, LLC and Ontario Wings, LLC dba Hoofers of Ontario Mills, Joint Employers	CA	Open	5/9/2013	NULL	3	NULL	5/19/2014	10/22/2014	NULL
10-CA-104896	YOUNG'S TRUCK CENTER D/B/A ADVANTAGE TRUCK CENTER, LLC AND TOTAL HUMAN RESOURCES, INC., A JOINT EMPLO	CA	Closed	5/9/2013	9/18/2013	3	Withdrawal Non-adj	NULL	NULL	NULL
29-CA-105201	PBS FACILITY SERVICES INC., AND ACTIVE MAINTENANCE PLUS INC. (Single Employer), and ADELCO MANAGEMENT LLC	CA	Closed	5/13/2013	10/22/2013	3	Informal Settlement	NULL	NULL	NULL
15-CA-104864	RLC Trucking and Software Transportation (Joint Employers and/or Single Employers)	CA	Closed	5/13/2013	7/22/2013	3	Dismissal Non-adj	NULL	NULL	NULL
18-CA-104881	THE WORK CONNECTION, INC. AS A JOINT EMPLOYER WITH SCHWAN'S FOOD SERVICE INC.	CA	Closed	5/13/2013	9/13/2013	3	Dismissal Non-adj	NULL	NULL	NULL
02-CA-105175	Vesta 24 Condominium and Argo Real Estate LLC as joint employers	CA	Closed	5/14/2013	11/24/2014	3	Compliance w/BO	NULL	NULL	NULL
02-CA-105501	(1) Restaurant Associates, Inc. and Compass Group USA Inc. as a single employer and/or as a joint employer with (2) R	CA	Closed	5/20/2013	1/15/2014	3	Dismissal Non-adj	NULL	NULL	NULL
19-CA-105429	Lincoln City Ambulance, Inc. dba Pacific West Ambulance and Metro West Ambulance Service, Inc., joint Employers, a	CA	Closed	5/20/2013	3/11/2014	3	Withdrawal Non-adj	NULL	NULL	NULL
19-CA-105427	Lincoln City Ambulance, Inc. dba Pacific West Ambulance and Metro West Ambulance Service, Inc., a Single Employ	CA	Closed	5/20/2013	6/5/2014	3	Informal Settlement	NULL	NULL	NULL

02-CA-105591	JUAN RODRIGUEZ & MCDONALD'S USA, LLC AS JOINT OR SINGLE EMPLOYER	CA	Closed	5/21/2013	12/19/2014	3	Withdrawal Non-adjus	NULL	NULL	NULL
07-CA-105736	Chrysler Group LLC and 2F Friedrichshafen AG, joint employers	CA	Closed	5/22/2013	5/22/2014	2	Informal Settlement	NULL	NULL	NULL
09-CA-105751	Jackson Hospital Corporation d/b/a Kentucky River Medical Center, Community Health Systems, Inc., and/or Community Health Systems, Inc.	CA	Closed	5/22/2013	4/24/2016	2	Withdrawal Adjuste	NULL	NULL	NULL
09-CA-105710	RIVERBAY CORPORATION & MARION SCOTT REAL ESTATE, INC., JOINT EMPLOYER	CA	Closed	5/22/2013	7/13/2013	2	Withdrawal Adjuste	NULL	NULL	NULL
12-CA-105663	Morrison Management Specialists, Inc. ("MMAS") and Tenet HealthSystem North Shore, Inc. d/b/a North Shore Medical Center, Inc.	CA	Closed	5/24/2013	12/19/2013	3	Withdrawal Adjuste	NULL	NULL	NULL
02-CA-106094	BRUCE C. LIMITED PARTNERSHIP, A MCDONALD'S FRANCHISEE, AND MCDONALD'S USA, LLC, JOINT EMPLOYERS	CA	Open	5/29/2013	NULL	3	NULL	NULL	NULL	NULL
19-CA-106197	Lynch City Ambulance, Inc. d/b/a Pacific West Ambulance and Metro West Ambulance Service, Inc., Joint Employer, an	CA	Closed	5/30/2013	6/5/2014	3	Informal Settlement	NULL	NULL	NULL
02-CA-106215	PURVISORS OF POP, FREEMANTLE PRODUCTIONS, INC. AND LITTLE POND TELEVISION, INC., JOINT EMPLOYERS	CA	Closed	5/30/2013	8/16/2013	3	Withdrawal Adjuste	NULL	NULL	NULL
10-CA-106262	MICRON PRECISION, LLC d/b/a KING MACHINE OF CHARLOTTE AND ADP TOTALSOURCE, INC., A JOINT EMPLOYER	CA	Closed	5/30/2013	3/4/2014	3	Informal Settlement	NULL	NULL	NULL
13-CA-106491	Karavites Restaurants 26, Inc., A McDonald's Franchisee and McDonald's USA, LLC, Joint Employers	CA	Open	6/4/2013	NULL	2	NULL	NULL	NULL	NULL
02-CA-106493	RMIC Loop Enterprises, LLC, A McDonald's Franchisee and McDonald's USA, LLC, Joint Employers	CA	Open	6/4/2013	NULL	2	NULL	NULL	NULL	NULL
02-CA-107177	Quest Management Systems and Whitehouse Estates, Inc. as joint employers	CA	Closed	6/14/2013	10/30/2013	3	Withdrawal Non-adjus	NULL	NULL	NULL
19-CA-107372	Johnson Controls, Inc. and AT&T, joint employers	CA	Closed	6/14/2013	7/24/2014	2	Informal Settlement	NULL	NULL	NULL
29-CA-107400	PBS Facilities Services and Active Maintenance Plus Inc as single employer, and Adelco, LLC as a joint employer to bot	CA	Closed	6/14/2013	1/23/2014	3	Informal Settlement	NULL	12/24/2013	NULL
24-CA-107416	Brink's Puerto Rico, Inc., and Caribbean Temporary Services, LLC, joint employers	CA	Closed	6/17/2013	4/21/2016	3	Informal Settlement	NULL	NULL	NULL
04-CA-107416	CHILDREN'S HOSPITAL OF PHILADELPHIA AND ARAMARK HEALTHCARE SUPPORT SERVICES, INC. (JOINT EMPLOYERS)	CA	Closed	6/17/2013	3/6/2014	2	Dismissal Non-adjus	NULL	NULL	NULL
25-CA-107507	Giese Co., LLP, Giese Manufacturing Company, Giese Sheet Metal Co., Inc. and Giese Roofing Company, single employ	CA	Open	6/19/2013	6/10/2014	3	Withdrawal Adjuste	NULL	NULL	NULL
13-CA-107668	Wright Management, Inc., A McDonald's Franchisee, and McDonald's USA, LLC, Joint Employers	CA	Open	6/20/2013	NULL	2	NULL	NULL	NULL	NULL
29-CA-108177	PBS Facilities Services and Active Maintenance Plus Inc as single employer, and Adelco, LLC as a joint employer to bot	CA	Closed	6/26/2013	8/16/2013	3	Dismissal Non-adjus	NULL	NULL	NULL
07-CA-108203	Michigan Science Center and Coastal Services as joint employers	CA	Closed	6/27/2013	6/17/2014	3	Dismissal Non-adjus	NULL	NULL	NULL
29-CA-108399	TLD DRYWALL FINISHER LLC AND D. GRIFFITH & COMPANY, INC., JOINT EMPLOYERS	CA	Closed	7/5/2013	12/3/2013	3	Informal Settlement	NULL	NULL	NULL
10-CA-108624	Clintan Management and Edge Community Apartments LLC as joint employers	CA	Closed	7/7/2013	12/3/2013	3	Informal Settlement	NULL	NULL	NULL
31-CA-108905	Ovenor, Inc. and McDonald's USA LLC as joint or single employer	CA	Closed	7/11/2013	8/6/2013	2	Withdrawal Non-adjus	NULL	NULL	NULL
02-CA-108985	Ruffalo Bistro and The Lexington Hotel, joint employers	CA	Closed	7/18/2013	9/19/2013	2	Withdrawal Non-adjus	NULL	NULL	NULL
13-CA-109442	PROBYTC (Joint Employers)	CA	Closed	7/18/2013	9/30/2013	2	Withdrawal Non-adjus	NULL	NULL	NULL
19-CA-109897	Johnson Controls, Inc. and AT&T, as joint employers	CA	Closed	7/24/2013	7/24/2014	3	Informal Settlement	NULL	NULL	NULL
19-CA-110181	Segale Properties LLC and Laborworks Industrial Staffing Specialists, Inc., joint employers	CA	Closed	7/29/2013	9/27/2013	3	Dismissal Non-adjus	NULL	NULL	NULL
19-CA-110168	Medline Ambulance Service, Inc. and Metro West Ambulance Service, Inc., a single employer and/or joint employers	CA	Closed	7/30/2013	10/22/2014	3	Informal Settlement	NULL	NULL	NULL
21-CA-110360	DONCASTERS GCE INDUSTRIES, INC. AND AEROTEC STAFFING AGENCY AS JOINT EMPLOYERS	CA	Closed	8/1/2013	9/19/2013	3	Dismissal Non-adjus	NULL	NULL	NULL
19-CA-110421	Laborworks Industrial Staffing Specialists, Inc. and Segale Properties LLC, joint employers	CA	Closed	8/1/2013	9/30/2013	3	Dismissal Non-adjus	NULL	NULL	NULL
22-CA-110431	ROSDREV HOSPITALITY, SECAUCUS, L.P. AND LA PLAZA SECAUCUS, LLC AS JOINT EMPLOYERS, D/B/A THE EMPIRE MEAD	CA	Closed	8/1/2013	12/12/2013	2	Withdrawal Adjuste	NULL	NULL	NULL
19-CA-110409	Segale Properties LLC and Laborworks Industrial Staffing Specialists, Inc., joint employers	CA	Closed	8/1/2013	9/30/2013	3	Dismissal Non-adjus	NULL	NULL	NULL
04-CA-110480	Golden Living Center as a single employer and as a joint employer with Healthcare Services Group at Lansdale and Ste	CA	Closed	8/2/2013	9/25/2013	3	Withdrawal Non-adjus	NULL	NULL	NULL
02-CA-110577	Quest Management Systems and Whitehouse Estates, Inc. as joint employers	CA	Open	8/5/2013	10/24/2013	3	Withdrawal Non-adjus	NULL	NULL	NULL
10-CA-110743	Bluefield Hospital Company, LLC d/b/a Bluefield Regional Medical Center, Community Health Systems, Inc., and/or Co	CA	Closed	8/7/2013	NULL	3	NULL	NULL	NULL	NULL
25-CA-110674	Durham School Services and Davenport School District a joint employer	CA	Closed	8/7/2013	9/16/2013	3	Withdrawal Adjuste	NULL	NULL	NULL
10-CA-110685	The Heil Co., Inc. D/B/A HEIL ENVIRONMENTAL AND FIRST CHOICE PERSONNEL, JOINT EMPLOYERS	CA	Closed	8/7/2013	8/27/2013	3	Withdrawal Non-adjus	NULL	NULL	NULL
02-CA-110685	STAFFPRO, INC. AND E & M ASSOCIATES, A JOINT EMPLOYER	CA	Closed	8/8/2013	9/26/2013	3	Dismissal Non-adjus	NULL	NULL	NULL
19-CA-110693	Segale Properties, LLC a joint employer with Laborworks Industrial Staffing Specialists	CA	Closed	8/12/2013	12/16/2013	3	Dismissal Non-adjus	NULL	NULL	NULL
08-CA-111061	DRISC, LLC d/b/a Affinity Medical and its single and/or joint employer Community Health Systems, Inc., and/or	CA	Closed	8/15/2013	9/28/2015	3	Withdrawal Non-adjus	NULL	4/3/2014	NULL
07-CA-111408	Cryder Group LLC and 2F Friedrichshafen AG, joint employers	CA	Closed	8/16/2013	6/16/2014	2	Withdrawal Adjuste	NULL	NULL	NULL
10-CA-111458	Ridgewood Health Care Center, Inc. a Ridgewood Health Services, Inc., a single employer and Preferred Health Holding	CA	Closed	8/19/2013	7/28/2014	3	Withdrawal Non-adjus	NULL	NULL	NULL
02-CA-111532	Vesta 24 Condominium and Argo Real Estate LLC as joint employers	CA	Closed	8/19/2013	7/28/2014	3	Withdrawal Non-adjus	NULL	NULL	NULL
02-CA-111583	EAST 118TH ST OWNERS CORP. & RYTHOUS REALTY GROUP AS JOINT EMPLOYERS	CA	Closed	8/21/2013	5/26/2014	3	Compliance w/DO	NULL	NULL	NULL
02-CA-111820	Restaurant Associates, Inc. & Compass Group USA, Inc. as a single employer and/or as a joint employer with (2) Rochel	CA	Closed	8/21/2013	10/30/2013	3	Dismissal Non-adjus	NULL	NULL	NULL
09-CA-112041	COMPASS GROUP USA D/B/A CROTHALL AND UK HEALTHCARE (JOINT EMPLOYER)	CA	Closed	8/26/2013	11/15/2013	3	Withdrawal Non-adjus	NULL	NULL	NULL
19-CA-112168	Johnson Controls, Inc. and AT&T, as joint employers	CA	Closed	8/27/2013	7/24/2014	3	Informal Settlement	NULL	NULL	NULL
10-CA-112255	Bluefield Hospital Company, LLC d/b/a Bluefield Regional Medical Center, Community Health Systems, Inc., and/or Co	CA	Open	8/28/2013	NULL	3	NULL	NULL	NULL	NULL
02-CA-112282	1531 Fulton Street, LLC, A MCDONALD'S FRANCHISEE, AND MCDONALD'S USA, LLC, JOINT EMPLOYERS	CA	Open	8/29/2013	11/19/2013	3	Dismissal Non-adjus	NULL	NULL	NULL
29-CA-112639	Leguardia Associates, L.P., debtor-in-possession, d/b/a Leguardia Plaza and/or T.L. Cleaning, Inc., as joint and/or sin	CA	Closed	9/4/2013	9/26/2013	3	Withdrawal Non-adjus	NULL	NULL	NULL
10-CA-112646	The Heil Co., Inc., d/b/a Heil Environmental and First Choice Personnel, joint employers	CA	Closed	9/4/2013	7/23/2014	2	Informal Settlement	NULL	NULL	NULL
16-CA-113097	LB & B Associates, Inc., Due Song and FITTS Joint Venture, joint employers, Alter Egos and a Single Employer	CA	Closed	9/9/2013	9/26/2013	3	Withdrawal Non-adjus	NULL	NULL	NULL
10-CA-113531	The Heil Co., Inc., d/b/a Heil Environmental and First Choice Personnel, joint employers	CA	Closed	9/11/2013	9/26/2013	3	Withdrawal Non-adjus	NULL	NULL	NULL
15-CA-113531	Century Management LLC, a McDonald's Franchisee, and McDonald's USA, LLC, joint employers	CA	Closed	9/16/2013	9/6/2018	3	Informal Settlement	NULL	NULL	NULL
29-CA-113766	PBS FACILITY SERVICES INC., and ACTIVE MAINTENANCE PLUS INC. (single employer), and ADELCO MANAGEMENT LLC (	CA	Closed	9/18/2013	1/24/2014	3	Withdrawal Adjuste	NULL	NULL	NULL
19-CA-113837	RON MASON AND RI SMITH & COMPANY, LLC, SINGLE AND/OR JOINT EMPLOYERS	CA	Closed	9/20/2013	10/21/2013	3	Withdrawal Adjuste	NULL	NULL	NULL
13-CA-113837	Wright Management, Inc., A McDonald's Franchisee and McDonald's USA, LLC, joint employers	CA	Open	9/20/2013	NULL	2	NULL	NULL	NULL	NULL
29-CA-113870	Ultimate Security, Inc. and Strike Force Protective Services as a single employer, and Healthwood Communities as a j	CA	Closed	9/24/2013	10/31/2013	3	Withdrawal Adjuste	NULL	NULL	NULL
05-CA-114128	Watkins Security Agency of DC, Inc. and Cooperator Security Services, Ltd., joint employers	CA	Closed	9/25/2013	11/26/2013	2	Withdrawal Non-adjus	NULL	NULL	NULL
06-CA-114248	TDF SERVICES, INC. & CAND TRANSPORT, LLC, A JOINT OR SINGLE EMPLOYER	CA	Closed	9/26/2013	10/24/2013	3	Withdrawal Adjuste	NULL	NULL	NULL
14-CA-114416	Murray Drywall & Insulation of Texas, Inc., C Martinez Drywall, LLC, and Millennium Drywall Services, Corp., joint employ	CA	Closed	9/26/2013	10/24/2013	3	Withdrawal Adjuste	NULL	NULL	NULL
08-CA-114626	Ohio Steel Sheet & Plate, Inc. d/b/a Warren Fabricating Corporation and Industrial Labor, Inc., joint employers	CA	Closed	9/30/2013	5/28/2015	3	Withdrawal Adjuste	NULL	NULL	NULL
25-CA-114819	FAITH CORPORATION OF INDIANAPOLIS, A MCDONALD'S FRANCHISEE AND MCDONALD'S USA, LLC, JOINT EMPLOYERS	CA	Open	10/4/2013	NULL	3	NULL	NULL	NULL	NULL
25-CA-114915	FAITH CORPORATION OF INDIANAPOLIS, A MCDONALD'S FRANCHISEE AND MCDONALD'S USA, LLC, JOINT EMPLOYERS	CA	Closed	10/9/2013	11/24/2014	3	Compliance w/BO	NULL	NULL	NULL
02-CA-114635	Vesta 24 Condominium and Argo Real Estate LLC as joint employers	CA	Closed	10/21/2013	5/14/2014	3	Dismissal Non-adjus	NULL	NULL	NULL
16-CA-115473	Tredas Masters and Sigma Mechanical Contractors, and Skanska, As Joint Employers	CA	Closed	10/21/2013	7/19/2014	3	Withdrawal Non-adjus	NULL	NULL	NULL
02-CA-115478	Vesta 24 Condominium and Argo Real Estate LLC as joint employers	CA	Closed	10/21/2013	12/6/2013	3	Dismissal Non-adjus	NULL	NULL	NULL
02-CA-115596	Watkins Security Agency of DC, Inc. and Cooperator Security Services, Ltd., joint employers	CA	Closed	10/25/2013	NULL	3	NULL	NULL	NULL	NULL
13-CA-115647	V. Doweib, Inc. A McDonald's Franchisee and McDonald's USA, LLC, joint employers	CA	Open	10/25/2013	NULL	3	NULL	NULL	NULL	NULL
13-CA-115933	Oxford Electronics, Inc. d/b/a Oxford Airport Technical Services, Worldwide Flight Services, Inc. (WFS), Total Facility M	CA	Open	10/29/2013	NULL	3	NULL	NULL	NULL	NULL
29-CA-116243	PBS Facilities Services and Active Maintenance Plus Inc as a single employer, and Adelco, LLC as a joint employer to bot	CA	Closed	10/29/2013	12/19/2013	3	Withdrawal Non-adjus	NULL	NULL	NULL

31-CA-116300	Hospital of Barstow, Inc., d/b/a Barstow Community Hospital, Community Health Systems, Inc., and/or Community Health Systems, Inc., Alter Ego, Single Employer, and Joint Employers	CA	Open	10/31/2013	NULL	3	NULL	NULL	NULL	NULL
31-CA-116306	Hospital of Barstow, Inc., d/b/a Barstow Community Hospital, Community Health Systems, Inc., and/or Community Health Systems, Inc., Alter Ego, Single Employer, and Joint Employers	CA	Closed	9/29/2015	NULL	2	Informal Settlement	NULL	NULL	NULL
10-CA-116346	Bluefield Hospital Company, LLC d/b/a Bluefield Regional Medical Center, Community Health Systems, Inc., and/or Community Health Systems, Inc., Alter Ego, Single Employer, and Joint Employers	CA	Open	11/17/2013	NULL	3	NULL	NULL	NULL	NULL
02-CA-116332	VESTA 24 CONDOMINIUM AND ARGO REAL ESTATE LLC AS JOINT EMPLOYERS	CA	Closed	11/17/2013	4/15/2014	3	Withdrawal Adjust	NULL	NULL	NULL
02-CA-116371	Riverbay Corporation & Marion Scott Real Estate, Inc., Joint Employer	CA	Closed	11/4/2013	5/18/2016	2	Withdrawal Adjust	NULL	NULL	NULL
32-CA-116582	TAYLOR FARMS PACIFIC, INC., ABEL MENDOZA, INC., SLINGSHOT CONNECTIONS, LLC, TAYLOR FARMS PACIFIC, INC., AM	CA	Closed	11/4/2013	5/18/2016	2	Withdrawal Adjust	NULL	NULL	NULL
32-CA-116589	TAYLOR FARMS PACIFIC, INC., ABEL MENDOZA, INC., SLINGSHOT CONNECTIONS, LLC, TAYLOR FARMS PACIFIC, INC., AM	CA	Closed	11/4/2013	5/18/2016	2	Withdrawal Adjust	NULL	NULL	NULL
29-CA-116755	Vesta 24 Condominium and Argo Real Estate LLC as Joint Employers	CA	Closed	11/16/2013	12/18/2013	3	Withdrawal Adjust	NULL	NULL	NULL
29-CA-117059	Dynamic Building Services and P&S Facility Services as a single employer and Heathwood Communities as a joint em	CA	Closed	11/16/2013	5/18/2016	3	Withdrawal Adjust	NULL	NULL	NULL
32-CA-117090	TAYLOR FARMS PACIFIC, INC., ABEL MENDOZA, INC., SLINGSHOT CONNECTIONS, LLC, TAYLOR FARMS PACIFIC, INC., AM	CA	Closed	11/16/2013	12/19/2013	3	Withdrawal Non-adjust	NULL	NULL	NULL
29-CA-117179	Magnum Management LLC and Kent Security Services Inc. as a joint employer	CA	Closed	11/16/2013	8/22/2014	3	Informal Settlement	NULL	NULL	NULL
32-CA-117431	ESF Fiber Technologies SE, LLC & SP Fiber Technologies NW, LLC, as joint employers	CA	Closed	11/18/2013	12/16/2013	2	Withdrawal Adjust	NULL	NULL	NULL
19-CA-117435	Watkins Security Agency of DC, Inc. and Covariant Security Services, Ltd., (Joint Employers)	CA	Closed	11/18/2013	6/9/2014	3	Informal Settlement	NULL	NULL	NULL
05-CA-117437	Watkins Security Agency of DC, Inc. and Covariant Security Services, Ltd., (Joint Employers)	CA	Closed	11/18/2013	1/31/2014	3	Withdrawal Non-adjust	NULL	NULL	NULL
02-CA-117474	PLANNED COMPANIES AND ARAK LIVING SERVICES AND THE PRINTING HOUSE WEST VILLAGE, AS JOINT EMPLOYERS	CA	Closed	11/21/2013	7/25/2014	3	Withdrawal Non-adjust	NULL	NULL	NULL
10-CA-117698	Greiner VMC, LLC d/b/a Greiner Valley Medical Center, Community Health Systems, Inc., and/or Community Health Systems, Inc., Alter Ego, Single Employer, and Joint Employers	CA	Open	11/22/2013	5/18/2016	3	Withdrawal Adjust	NULL	NULL	NULL
32-CA-117660	TAYLOR FARMS PACIFIC, INC., ABEL MENDOZA, INC., SLINGSHOT CONNECTIONS, LLC, TAYLOR FARMS PACIFIC, INC., AM	CA	Open	11/27/2013	NULL	2	NULL	NULL	NULL	NULL
08-CA-117890	DMSC, LLC d/b/a Affinity Medical Center, Community Health Systems, Inc., and/or Community Health Systems, Inc., Alter Ego, Single Employer, and Joint Employers	CA	Open	12/3/2013	NULL	3	Withdrawal Non-adjust	NULL	NULL	NULL
15-CA-118104	Anderson Enterprises, a McDonald's Franchise, and McDonald's USA, LLC, Joint Employers	CA	Closed	12/6/2013	9/12/2014	3	Informal Settlement	NULL	NULL	NULL
27-CA-118558	McDonald's Corporation joint employer with Boselli Investments LLC and/or Don Anthony Boselli	CA	Closed	12/10/2013	12/26/2013	3	Withdrawal Non-adjust	NULL	NULL	NULL
31-CA-119102	Exact Staff, Inc. a Joint Employer	CA	Closed	12/10/2013	5/18/2016	2	NULL	NULL	NULL	9/13/2016
16-CA-119674	LB&B Associates, Inc. and FTS Joint Venture, Alter Egos and a Single Employer	CA	Open	12/10/2013	11/16/2017	3	Dismissal Non-adjust	8/5/2014	2/5/2016	NULL
13-CA-119680	Isom & Lofton Management V, Inc. A McDonald's Franchise and McDonald's USA, LLC, Joint Employers	CA	Closed	12/10/2013	3/12/2014	2	Withdrawal Adjust	NULL	NULL	NULL
32-CA-118739	TAYLOR FARMS PACIFIC, INC., ABEL MENDOZA, INC., SLINGSHOT CONNECTIONS, LLC, TAYLOR FARMS PACIFIC, INC., AM	CA	Closed	12/10/2013	6/27/2014	2	Dismissal Non-adjust	NULL	NULL	NULL
02-CA-118724	UNITED HEALTHCARE SERVICES, INC. AND UNITEDHEALTH GROUP, INC., AS SINGLE OR JOINT EMPLOYERS	CA	Closed	12/10/2013	5/18/2016	3	Withdrawal Non-adjust	NULL	NULL	NULL
10-CA-118894	OUR FAITH MANAGEMENT INC. d/b/a McDONALD'S & McDONALD'S CORP. AS JOINT AND SINGLE EMPLOYERS	CA	Closed	12/13/2013	3/12/2014	2	NULL	NULL	NULL	NULL
13-CA-119015	V. Oviedo, Inc., A McDonald's Franchise and McDonald's USA, LLC, Joint Employers	CA	Closed	12/13/2013	6/27/2014	2	Dismissal Non-adjust	NULL	NULL	NULL
06-CA-119062	ClinaTech Mechanical Services, Inc. and TechPro Building Services, Inc. and A-Tech Refrigeration and Mechanical Serv	CA	Closed	12/16/2013	5/18/2016	3	Withdrawal Adjust	NULL	NULL	NULL
27-CA-119101	McDonald's Corporation joint employer with/or Boselli Investment LLC and/or Donald Anthony Boselli	CA	Closed	12/16/2013	5/24/2015	2	Withdrawal Adjust	NULL	NULL	NULL
08-CA-119196	Ohio Steel Sheet & Plate, Inc. d/b/a Warren Fabricating Corporation and Industrial Labor, Inc., Joint Employers	CA	Closed	12/19/2013	5/27/2015	3	Withdrawal Adjust	NULL	NULL	NULL
03-CA-119303	QIP Resources, Inc. and Controlled Environment Structures, LLC, joint employers	CA	Closed	12/20/2013	5/28/2015	2	Withdrawal Adjust	NULL	NULL	NULL
08-CA-119409	Ohio Steel Sheet & Plate, Inc. d/b/a Warren Fabricating Corporation and Industrial Labor, Inc., Joint Employers	CA	Closed	12/20/2013	2/27/2014	3	Withdrawal Non-adjust	NULL	NULL	NULL
29-CA-119434	Trademans International and Lin & Rogers Electrical Contractors and/or Joint Employers	CA	Closed	12/20/2013	6/30/2014	3	Informal Settlement	NULL	NULL	NULL
29-CA-119433	Trademans International and Lin & Rogers Electrical Contractors and/or Joint Employers	CA	Closed	12/20/2013	6/30/2014	3	Informal Settlement	NULL	NULL	NULL
29-CA-119462	Trademans International and Lin & Rogers Electrical Contractors and/or Joint Employers	CA	Closed	12/20/2013	6/30/2014	3	Informal Settlement	NULL	NULL	NULL
29-CA-119472	Trademans International and Lin & Rogers Electrical Contractors and/or Joint Employers	CA	Closed	12/20/2013	6/30/2014	3	Informal Settlement	NULL	NULL	NULL
29-CA-119475	Trademans International and Lin & Rogers Electrical Contractors and/or Joint Employers	CA	Closed	12/20/2013	6/30/2014	3	Informal Settlement	NULL	NULL	NULL
02-CA-119473	Vesta 24 Condominium and Argo Real Estate LLC as joint employers	CA	Closed	12/20/2013	11/24/2014	3	Compliance w/BO	NULL	NULL	NULL
27-CA-119473	Brinker International Payroll Company, L.P. and Brinker International, Inc., Joint Employers	CA	Closed	12/23/2013	2/7/2014	2	Withdrawal Non-adjust	NULL	NULL	NULL
31-CA-119831	Hospital of Barstow, Inc., d/b/a Barstow Community Hospital, Community Health Systems, Inc., and/or Community Health Systems, Inc., Alter Ego, Single Employer, and Joint Employers	CA	Open	12/23/2013	NULL	3	NULL	NULL	NULL	NULL
14-CA-119839	Tai County Co., LLC & Springfield County, a single employer, joint employer or alter egos	CA	Closed	12/23/2013	2/19/2014	3	Withdrawal Adjust	NULL	NULL	NULL
19-CA-119785	Metrix Ambulance Service, Inc. and Metro West Ambulance Service, Inc., Joint Employers, and/or Single Employer, and	CA	Closed	12/30/2013	1/31/2014	3	Withdrawal Non-adjust	NULL	NULL	NULL
02-CA-119875	MASTERPECE CATERERS @ 55 WATER STREET AND ROK STAFFING AGENCY, INC. AS A SINGLE OR JOINT EMPLOYERS	CA	Closed	12/31/2013	8/29/2014	3	Dismissal Non-adjust	NULL	NULL	NULL
01-CA-120084	Columbia Gas of Massachusetts and Noborus, Inc., individually, and as single and joint employers	CA	Closed	1/6/2014	7/12/2014	2	Withdrawal Adjust	NULL	NULL	NULL
02-CA-120079	TAYLOR FARMS PACIFIC, INC., ABEL MENDOZA, INC., SLINGSHOT CONNECTIONS, LLC, TAYLOR FARMS PACIFIC, INC., AM	CA	Closed	1/6/2014	5/18/2016	3	Withdrawal Adjust	NULL	NULL	NULL
02-CA-120323	Kyroux Realty Group and Unadilla Owners Corp., as joint employers	CA	Closed	1/9/2014	7/27/2014	3	Dismissal Non-adjust	NULL	NULL	NULL
15-CA-120799	Yazaki North America, Inc., Syncrest US, Inc., and Select Staffing, as joint or single employer	CA	Closed	1/15/2014	3/27/2014	3	Withdrawal Adjust	NULL	NULL	NULL
13-CA-120658	LINC Logistics Insdip, Malibu HR and Swift Staffing as Joint Employers	CA	Closed	1/15/2014	6/16/2014	2	NULL	NULL	NULL	NULL
32-CA-120642	WATSONVILLE HOSPITAL CORPORATION d/b/a WATSONVILLE COMMUNITY HOSPITAL, COMMUNITY HEALTH SYSTEMS	CA	Open	1/16/2014	6/16/2014	3	Dismissal Non-adjust	NULL	NULL	NULL
12-CA-120741	WATSONVILLE HOSPITAL CORPORATION d/b/a WATSONVILLE COMMUNITY HOSPITAL, COMMUNITY HEALTH SYSTEMS	CA	Open	1/16/2014	6/16/2014	3	Dismissal Non-adjust	NULL	NULL	NULL
07-CA-120860	Manana Development Group, LLC and Mancan, Joint Employers	CA	Closed	1/21/2014	3/29/2017	3	Informal Settlement	NULL	NULL	NULL
06-CA-120895	Wendy's International, Inc. Wendy's Old Fashioned Hamburgers New York, Inc., & Wendy's USA, LLC, as Joint or Single	CA	Closed	1/21/2014	10/17/2014	3	Informal Settlement	NULL	NULL	NULL
06-CA-121107	H&M and Southern Precision Staffing, joint employers	CA	Closed	1/22/2014	2/12/2014	3	Withdrawal Non-adjust	NULL	NULL	NULL
10-CA-121046	Wendy's International, Inc. Wendy's Old Fashioned Hamburgers New York, Inc., & Wendy's USA, LLC, as Joint or Single	CA	Closed	1/23/2014	8/7/2014	3	Informal Settlement	NULL	NULL	NULL
02-CA-121128	PLANNED COMPANIES AND ARAK LIVING SERVICES AND THE PRINTING HOUSE WEST VILLAGE, AS JOINT EMPLOYERS	CA	Closed	1/23/2014	9/25/2015	3	Compliance w/BO	NULL	NULL	NULL
02-CA-121181	GAS Community Solutions, Inc. and Alima Facility Services, Inc., Joint Employers and DECO, Inc.	CA	Closed	1/24/2014	3/28/2014	2	Withdrawal Non-adjust	NULL	NULL	NULL
10-CA-121156	Greiner VMC, LLC d/b/a Greiner Valley Medical Center, Community Health Systems, Inc., and/or Community Health Systems, Inc., Alter Ego, Single Employer, and Joint Employers	CA	Open	1/24/2014	NULL	3	NULL	NULL	NULL	NULL
06-CA-121276	Neenah Enterprises, Inc. Neenah Foundry Company and its wholly-owned subsidiary, Mercer Forge Corporation, Joint	CA	Closed	1/27/2014	3/24/2015	2	Withdrawal Adjust	NULL	NULL	NULL
02-CA-121287	Warren Fabricating and Machining Corp. & Industrial Labor, Inc. as joint employers	CA	Closed	1/27/2014	3/31/2015	2	Withdrawal Non-adjust	NULL	NULL	NULL
21-CA-121480	Falbrook Fabricating and Machining Corp. & Industrial Labor, Inc. as joint employers	CA	Open	1/28/2014	NULL	3	NULL	NULL	NULL	NULL
09-CA-121599	PERKINS LOGISTICS AND COMPLETE PERSONNEL LOGISTICS, INC., A JOINT EMPLOYER	CA	Closed	1/28/2014	4/11/2014	3	Dismissal Non-adjust	NULL	NULL	NULL
05-CA-121638	FWL & Sons, Inc. d/b/a McDonald's and McDonald's Corp as Joint and Single Employer	CA	Closed	1/30/2014	3/25/2014	3	Withdrawal Non-adjust	NULL	NULL	NULL
02-CA-121635	Riverbay Corporation and Marion Scott Real Estate Inc. Joint Employers	CA	Closed	1/31/2014	4/28/2014	3	Withdrawal Adjust	NULL	NULL	NULL
16-CA-121877	AT Personnel and Summit Casing Equipment, joint employers	CA	Closed	2/3/2014	3/31/2014	3	Withdrawal Non-adjust	NULL	NULL	NULL
08-CA-121828	Warren Fabricating and Machining and Industrial Labor, Inc. as joint employers	CA	Closed	2/4/2014	5/27/2015	2	Withdrawal Adjust	NULL	NULL	NULL
13-CA-122160	Security Walls, LLC & Allied Barton Security Services LLC as joint employers	CA	Closed	2/10/2014	7/27/2014	3	Informal Settlement	NULL	NULL	NULL
19-CA-122781	The Grutch Condominiums and Alamo Associates as joint employers	CA	Closed	2/10/2014	2/12/2014	3	Withdrawal Adjust	NULL	NULL	NULL
19-CA-122781	Employee Transportation Services, single and/or joint employer with MTR Western	CA	Closed	2/18/2014	6/30/2014	4	Withdrawal Adjust	NULL	NULL	NULL
13-CA-122739	HILTON PROVIDENCE HOTEL AND TPG HOSPITALITY, INC., AN AFFILIATE OF THE PROCCACANT GROUP, AS JOINT EMPLO	CA	Closed	2/18/2014	2/13/2014	3	Withdrawal Adjust	NULL	NULL	NULL
13-CA-122677	LINC Logistics and Swift Staffing Indiana, LLC as joint employers	CA	Closed	2/18/2014	10/16/2014	3	Informal Settlement	NULL	NULL	NULL
32-CA-122787	TAYLOR FARMS PACIFIC, INC., ABEL MENDOZA, INC., SLINGSHOT CONNECTIONS, LLC, TAYLOR FARMS PACIFIC, INC., AM	CA	Closed	2/18/2014	5/18/2016	3	Withdrawal Adjust	NULL	NULL	NULL

01-CA-12814	HILTON PROVIDENCE HOTEL AND TPG HOSPITALITY, INC., AN AFFILIATE OF THE PROCAACANTH GROUP, AS JOINT EMPLOYER	CA	Closed	2/19/2014	2/13/2015	2	Informal Settlement	NULL	NULL	NULL
29-CA-12806	Trademen International and Lin Rogers Employers and/or Joint Electrical Employers	CA	Closed	2/20/2014	7/17/2014	3	Compliance w/BO	NULL	NULL	NULL
12-CA-12792	HILTON PROVIDENCE HOTEL AND TPG HOSPITALITY, INC., AN AFFILIATE OF THE PROCAACANTH GROUP, AS JOINT EMPLOYER	CA	Closed	2/21/2014	5/29/2014	3	Withdrawal Non-adj	NULL	NULL	NULL
12-CA-12791	JWM Support Services, Inc. and Florida Drawbridges, Inc. as single employer and/or joint employer and/or alter ego	CA	Closed	2/21/2014	9/29/2015	2	Informal Settlement	NULL	NULL	NULL
02-CA-12786	RIVERBAY CORPORATION AND MARION SCOTT REAL ESTATE, INC. JOINT EMPLOYERS	CA	Closed	2/21/2014	3/5/2014	3	Withdrawal Non-adj	NULL	NULL	NULL
05-CA-123176	Earth Island Institute and Energy Action Coalition (Joint Employers)	CA	Closed	2/21/2014	4/28/2014	3	Informal Settlement	NULL	NULL	NULL
01-CA-123139	HILTON PROVIDENCE HOTEL AND TPG HOSPITALITY, INC., AN AFFILIATE OF THE PROCAACANTH GROUP, AS JOINT EMPLOYER	CA	Closed	2/25/2014	2/13/2015	3	Withdrawal Adjust	NULL	NULL	NULL
32-CA-123177	TAYLOR FARMS PACIFIC, INC., ABEL MENDOZA, INC., SLINGSHOT CONNECTIONS, LLC, TAYLOR FARMS PACIFIC, INC. AND	CA	Closed	2/26/2014	5/18/2016	3	Withdrawal Non-adj	NULL	NULL	NULL
28-CA-123108	Arizona Board of Regents for UA Regents and JH Investments of Arizona LLC d/b/a Broadway in Tucson Joint Employer	CA	Closed	2/27/2014	11/26/2014	3	Withdrawal Adjust	NULL	NULL	NULL
14-CA-123435	1. Transitional Center, Inc. and 2. Juvenile Transitional Center Boys Academy, A Joint Employer	CA	Closed	2/28/2014	5/21/2014	3	Withdrawal Adjust	NULL	NULL	NULL
13-CA-123699	K. Mark Enterprises, LLC A McDonald's Franchisee and McDonald's USA, LLC, Joint Employers	CA	Closed	3/4/2014	NULL	2	NULL	NULL	NULL	NULL
08-CA-123626	OHIO STEEL SHEET AND PLATE, INC. d/b/a Warren Fabricating & Machining, Corp. & Industrial Labor, Inc., Joint Employers	CA	Closed	3/5/2014	4/30/2014	3	Withdrawal Non-adj	NULL	NULL	NULL
32-CA-123920	PLANNED COMPANIES AND AAM LIVING SERVICES AND THE PRINTING HOUSE WEST VILLAGE, AS JOINT EMPLOYERS	CA	Closed	3/5/2014	9/25/2015	3	Compliance w/BO	NULL	NULL	NULL
02-CA-123802	TAYLOR FARMS PACIFIC, INC., ABEL MENDOZA, INC., SLINGSHOT CONNECTIONS, LLC, TAYLOR FARMS PACIFIC, INC. AND	CA	Closed	3/6/2014	5/18/2016	3	Withdrawal Adjust	NULL	NULL	NULL
32-CA-123916	V. Oviedo, Inc. A McDonald's Franchisee, and McDonald's USA, LLC, Joint Employers	CA	Closed	3/10/2014	2/13/2015	3	Informal Settlement	NULL	NULL	NULL
22-CA-124949	REGENCY DISPLAY & FINISHING AND BROCKFORD STAFFING, JOINT EMPLOYERS	CA	Closed	3/11/2014	5/28/2014	3	Informal Settlement	NULL	NULL	NULL
19-CA-124344	ATS Trans, LLC d/b/a Around the Sound and McDonald's USA, LLC, Joint Employers	CA	Closed	3/11/2014	9/24/2014	2	NULL	NULL	NULL	NULL
13-CA-124213	Normal, Inc., A McDonald's Franchisee and McDonald's USA, LLC, Joint Employers	CA	Closed	3/11/2014	8/25/2014	3	Informal Settlement	NULL	NULL	NULL
13-CA-124228	Pioneer Parking, Inc. and Lieberman Management Services, Inc. and Residences at Riverbend, a single employer or joint	CA	Closed	3/12/2014	NULL	3	NULL	NULL	NULL	NULL
21-CA-124295	Fallbrook Hospital Corporation, d/b/a Fallbrook Hospital, Community Health Systems, Inc., and/or Community Health	CA	Closed	3/12/2014	NULL	2	NULL	NULL	NULL	NULL
31-CA-124540	Hospital of Barstow Inc., d/b/a Barstow Community Hospital, Community Health Systems, Inc., and/or Community Health	CA	Closed	3/12/2014	NULL	2	NULL	NULL	NULL	NULL
32-CA-124332	WATSONVILLE HOSPITAL CORPORATION D/B/A WATSONVILLE COMMUNITY HOSPITAL, COMMUNITY HEALTH SYSTEMS	CA	Closed	3/13/2014	NULL	2	NULL	NULL	NULL	NULL
08-CA-124398	DHSC, LLC d/b/a Affinity Medical Center, Community Health Systems, Inc., and/or Community Health Systems Profess	CA	Closed	3/13/2014	NULL	2	NULL	NULL	NULL	NULL
10-CA-124354	Greenbrier VMC, LLC d/b/a Greenbrier Valley Medical Center, Community Health Systems, Inc., and/or Community He	CA	Closed	3/13/2014	3/25/2014	2	Withdrawal Adjust	NULL	NULL	NULL
13-CA-124362	McDonald's USA, LLC, named as joint employers	CA	Closed	3/14/2014	5/30/2014	2	Withdrawal Non-adj	NULL	NULL	NULL
13-CA-124488	Marwan's McDonald's and McDonald's USA, LLC, named as joint employers	CA	Closed	3/14/2014	5/30/2014	2	Withdrawal Non-adj	NULL	NULL	NULL
08-CA-126534	Mack Industries, Inc., Mack Concrete, Inc., Mack Transport, Inc. and Mack Vault Company, Joint Employers	CA	Closed	3/17/2014	5/23/2014	3	Informal Settlement	NULL	NULL	NULL
28-CA-124650	Priority Cooling, Inc., Mann Packing Company, INC., and Ramirez Harvest Company, INC. d/b/a Liberty Staffing (Joint Em	CA	Closed	3/17/2014	9/24/2014	3	Informal Settlement	NULL	NULL	NULL
15-CA-124681	Center Point Business Solutions, LLC and HTS Mining, LLC as joint or single employer	CA	Closed	3/18/2014	9/25/2014	3	Informal Settlement	NULL	NULL	NULL
28-CA-124718	NextCare Arizona, LLC d/b/a NextCare Urgent Care and Medical Provider Staffing Services, PLLC, Joint Employers	CA	Closed	3/19/2014	12/23/2014	3	Informal Settlement	NULL	NULL	NULL
13-CA-124712	Kiva Vires Restaurant S805, Inc. A McDonald's Franchisee and McDonald's USA, LLC, Joint Employers	CA	Closed	3/19/2014	NULL	2	NULL	NULL	NULL	NULL
19-CA-124754	Mediv Ambulance Service, Inc. and Metro West Ambulance Service, Inc., a Single Employer and/or Joint Employers	CA	Closed	3/19/2014	7/21/2015	3	Withdrawal Adjust	NULL	NULL	NULL
13-CA-124813	V. Oviedo, Inc. A McDonald's Franchisee and McDonald's USA, LLC, Joint Employers	CA	Closed	3/19/2014	NULL	2	NULL	NULL	NULL	NULL
15-CA-124858	Guilford Stevedoring Association, Inc. and Ports America Gulfport, Inc., Joint Employers	CA	Closed	3/20/2014	5/30/2014	3	Withdrawal Non-adj	NULL	NULL	NULL
05-CA-125078	H&M Management, LLC and OHM Concessions Group, LLC, Single Employer and/or Joint Employers	CA	Closed	3/24/2014	5/28/2014	3	Withdrawal Adjust	NULL	NULL	NULL
12-CA-125080	JWM Support Services, Inc. AND FLORIDA DRAWBRIDGES, INC. AS SINGLE EMPLOYER AND/OR JOINT EMPLOYER AND	CA	Closed	3/25/2014	9/29/2015	3	Informal Settlement	NULL	NULL	NULL
14-CA-125164	McDonald's and McDonald's USA, LLC as joint or single employer	CA	Closed	3/25/2014	4/21/2014	3	Informal Settlement	NULL	NULL	NULL
07-CA-125218	McM Staffing Hospital, LLC, Pontchartrain Detroit Hotel, LLC, Equity Hospitality Management Co., Joint Employers d	CA	Closed	3/26/2014	7/18/2014	3	Withdrawal Adjust	NULL	NULL	NULL
31-CA-125216	TPG Hospitality PCA1, LP d/b/a Double Tree Suites Hotel Santa Monica and Hospitality Staffing Solutions, LLC, a joint e	CA	Closed	3/26/2014	7/18/2014	3	Withdrawal Adjust	NULL	NULL	NULL
31-CA-125212	TPG Hospitality PCA1, LP d/b/a Double Tree Suites Hotel Santa Monica and Hospitality Staffing Solutions, LLC, a joint e	CA	Closed	3/26/2014	7/18/2014	3	Withdrawal Adjust	NULL	NULL	NULL
31-CA-125228	TPG Hospitality PCA1, LP d/b/a Double Tree Suites Hotel Santa Monica and Hospitality Staffing Solutions, LLC, a joint e	CA	Closed	3/26/2014	7/18/2014	3	Withdrawal Adjust	NULL	NULL	NULL
31-CA-125225	TPG Hospitality PCA1, LP d/b/a Double Tree Suites Hotel Santa Monica and Hospitality Staffing Solutions, LLC, a joint e	CA	Closed	3/26/2014	7/18/2014	3	Withdrawal Adjust	NULL	NULL	NULL
31-CA-125232	TPG Hospitality PCA1, LP d/b/a Double Tree Suites Hotel Santa Monica and Hospitality Staffing Solutions, LLC, a joint e	CA	Closed	3/26/2014	7/18/2014	3	Withdrawal Adjust	NULL	NULL	NULL
31-CA-125237	TPG Hospitality PCA1, LP d/b/a Double Tree Suites Hotel Santa Monica and Hospitality Staffing Solutions, LLC, a joint e	CA	Closed	3/26/2014	7/18/2014	3	Withdrawal Adjust	NULL	NULL	NULL
18-CA-125351	Talcoct III Atria, LLC, Talcoct III Atria, LLC's two agents Guffman & Wakefield of Minnesota, Inc., and NorthMarq Real Es	CA	Closed	3/27/2014	5/29/2014	2	Withdrawal Adjust	NULL	NULL	NULL
14-CA-125416	Esig & Associates, Inc. d/b/a McDonald's, a Franchisee of McDonald's USA, LLC and McDonald's USA, LLC, Joint Em	CA	Closed	3/28/2014	NULL	3	NULL	NULL	NULL	NULL
04-CA-125567	Jo-Dan Madrasse LTD LLC d/b/a McDonald's, a Franchisee of McDonald's USA, LLC and McDonald's USA, LLC, Joint Em	CA	Closed	3/31/2014	8/9/2014	3	Withdrawal Adjust	NULL	NULL	NULL
31-CA-126098	Jamison Property Management and Crown Energy Sources d/b/a Able Engineering as a joint employer	CA	Closed	4/7/2014	8/29/2014	3	Withdrawal Non-adj	NULL	NULL	NULL
12-CA-126222	WEST INDIA MACHINERY AND SUPPLY CO. AND WEST INDIA MANUFACTURING & SERVICE COMPANY, INC., A SINGLE E	CA	Closed	4/7/2014	6/12/2014	2	Withdrawal Non-adj	NULL	NULL	NULL
13-CA-126312	Colton & Lofon Management V. Inc. d/b/a McDonald's/723 N Western Avenue and McDonald's USA, LLC, joint employ	CA	Closed	4/11/2014	NULL	3	NULL	NULL	NULL	NULL
10-CA-126416	Greenbrier VMC, LLC d/b/a Greenbrier Valley Medical Center, Community Health Systems, Inc., and/or Community He	CA	Closed	4/11/2014	5/18/2016	3	Withdrawal Adjust	NULL	NULL	NULL
32-CA-126460	TAYLOR FARMS PACIFIC, INC., ABEL MENDOZA, INC., SLINGSHOT CONNECTIONS, LLC, TAYLOR FARMS PACIFIC, INC. AND	CA	Closed	4/11/2014	5/18/2016	3	Withdrawal Adjust	NULL	NULL	NULL
32-CA-126474	TAYLOR FARMS PACIFIC, INC., ABEL MENDOZA, INC., SLINGSHOT CONNECTIONS, LLC, TAYLOR FARMS PACIFIC, INC. AND	CA	Closed	4/11/2014	5/18/2016	3	Withdrawal Adjust	NULL	NULL	NULL
32-CA-126583	TAYLOR FARMS PACIFIC, INC., ABEL MENDOZA, INC., SLINGSHOT CONNECTIONS, LLC, TAYLOR FARMS PACIFIC, INC. AND	CA	Closed	4/11/2014	5/18/2016	3	Withdrawal Adjust	NULL	NULL	NULL
08-CA-126466	MACK INDUSTRIES, INC., MACK CONCRETE, INC., MACK TRANSPORT, INC., AND MACK VAULT COMPANY, JOINT EMPLO	CA	Closed	4/14/2014	9/25/2015	3	Withdrawal Non-adj	NULL	NULL	NULL
02-CA-126572	PLANNED COMPANIES AND AAM LIVING SERVICES AND THE PRINTING HOUSE WEST VILLAGE, AS JOINT EMPLOYERS	CA	Closed	4/14/2014	9/25/2015	3	Withdrawal Non-adj	NULL	NULL	NULL
12-CA-126484	West India Machinery and Supply Co., and West India Manufacturing & Service Company, Inc., a single employer and/	CA	Closed	4/15/2014	8/29/2014	2	Withdrawal Adjust	NULL	NULL	NULL
31-CA-126636	PCA1, LP d/b/a Double Tree Suites by Hilton Santa Monica and Hospitality Staffing Solutions, LLC, a joint employer	CA	Closed	4/15/2014	7/18/2014	3	Withdrawal Adjust	NULL	NULL	NULL
31-CA-126637	PCA1, LP d/b/a Double Tree Suites by Hilton Santa Monica and Hospitality Staffing Solutions, LLC, a joint employer	CA	Closed	4/15/2014	7/18/2014	3	Withdrawal Adjust	NULL	NULL	NULL
05-CA-126739	American Eagle Protective Services Corporation and Paragon Systems, Inc., Joint Employers	CA	Closed	4/16/2014	9/22/2015	3	NULL	NULL	NULL	NULL
05-CA-126740	FWL & Sons, Inc. d/b/a McDonald's & McDonald's Corp. as joint and single employers	CA	Closed	4/16/2014	5/7/2014	3	Withdrawal Non-adj	NULL	NULL	NULL
04-CA-126864	Dematic/Elite Force, Joint Employers	CA	Closed	4/17/2014	5/12/2014	3	Withdrawal Non-adj	NULL	NULL	NULL
13-CA-126856	LINC Logistics and Malace HR as joint employers	CA	Closed	4/17/2014	8/7/2014	3	Withdrawal Non-adj	NULL	NULL	NULL
13-CA-126857	LINC Logistics and Southern Power Systems, Inc., Joint Employers	CA	Closed	4/17/2014	6/3/2014	3	Withdrawal Non-adj	NULL	NULL	NULL
07-CA-126812	TurbinePROs and Southern Power Systems, Inc., Joint Employers	CA	Closed	4/17/2014	11/3/2014	3	Withdrawal Non-adj	NULL	NULL	NULL
14-CA-127098	Chrysler Group LLC and ZF Friedrichshafen Axle Drives, LLC, Joint Employers	CA	Closed	4/22/2014	5/20/2014	2	Informal Settlement	NULL	NULL	NULL
14-CA-127084	King's Management Co., Inc., a McDonald's Franchisee, and McDonald's USA, LLC, Joint Employers	CA	Closed	4/22/2014	NULL	3	NULL	NULL	NULL	NULL
07-CA-127121	No Parking Today Inc. AND CON EDISON AS JOINT EMPLOYER	CA	Closed	4/23/2014	6/30/2015	2	Compliance w/BO	NULL	NULL	NULL
31-CA-127309	Donald Bailey d/b/a McDonald's & McDonald's USA LLC as single joint employer	CA	Closed	4/24/2014	8/29/2014	2	Withdrawal Non-adj	NULL	NULL	NULL
31-CA-127447	Donald Bailey d/b/a McDonald's & McDonald's USA, LLC as joint employers	CA	Closed	4/25/2014	NULL	2	NULL	NULL	NULL	NULL
31-CA-127445	Donald Bailey d/b/a McDonald's & McDonald's USA LLC as single joint employer	CA	Closed	4/25/2014	7/28/2014	2	Withdrawal Non-adj	NULL	NULL	NULL
31-CA-127446	Donald Bailey d/b/a McDonald's & McDonald's USA LLC as single joint employer	CA	Closed	4/25/2014	8/29/2014	2	Withdrawal Non-adj	NULL	NULL	NULL

19-CA-127420	Media Ambulance Service, Inc. and Metro West Ambulance Service, Inc., Joint Employers and/or Single Employer, and	CA	Closed	4/28/2014	5/18/2014	3	Withdrawal Non-adjus	NULL	NULL
01-CA-127531	HILTON PROVIDENCE HOTEL and TPG HOSPITALITY, INC., AN AFFILIATE OF THE PROCCACANTH GROUP, AS JOINT EMPLOYERS	CA	Closed	4/29/2014	7/13/2015	3	Informal Settlement	NULL	NULL
12-CA-127714	JHM Support Services, Inc. and Florida Drawbridges, Inc. as single employer and/or joint employer and/or alter ego	CA	Closed	5/1/2014	9/29/2015	3	Informal Settlement	NULL	NULL
08-CA-127731	Mack Industries, Inc., Mack Concrete, Inc., Mack Aeration Company and Mack Youth Company, Joint Employers	CA	Closed	5/1/2014	7/1/2016	3	Informal Settlement	NULL	NULL
29-CA-127957	The Grech Condominium/Alkam Associates as Joint Employers	CA	Closed	5/2/2014	8/28/2014	3	Dismissal Non-adjus	NULL	NULL
08-CA-128021	Camacho and Nescio - Joint Employer	CA	Closed	5/2/2014	6/30/2014	3	Withdrawal Non-adjus	NULL	NULL
14-CA-128046	King's Management Co., Inc. d/b/a McDonald's & McDonald's USA, LLC as Joint or Single Employer	CA	Closed	5/6/2014	12/12/2014	3	Withdrawal Non-adjus	NULL	NULL
01-CA-128203	240 Church Street Operating Co., LLC d/b/a Newington Care Center, a single and joint employer with HealthBridge N	CA	Closed	5/7/2014	6/30/2014	3	Withdrawal Non-adjus	NULL	NULL
01-CA-128144	HILTON PROVIDENCE HOTEL and TPG HOSPITALITY, INC., AN AFFILIATE OF THE PROCCACANTH GROUP, AS JOINT EMPLOYERS	CA	Closed	5/7/2014	6/30/2014	3	Withdrawal Non-adjus	NULL	NULL
05-CA-128760	Up To Delta Laundry Inc., and Service Industry Solutions, Inc., Joint and/or Single Employers	CA	Closed	5/7/2014	6/30/2014	3	Withdrawal Non-adjus	NULL	NULL
15-CA-128323	CENTURY MANAGEMENT LLC, a McDonald's Franchisee, and McDonald's USA, LLC, JOINT EMPLOYERS	CA	Open	5/8/2014	NULL	3	Withdrawal Non-adjus	NULL	NULL
31-CA-128490	Sanders-Clark & Co., d/b/a McDonald's Franchisee, and McDonald's USA, LLC as Joint Employers	CA	Closed	5/9/2014	6/26/2014	3	Withdrawal Non-adjus	NULL	NULL
10-CA-128446	MSM Restaurants LLC d/b/a McDonald's & McDonald's Corp., as Joint and Single Employer	CA	Open	5/9/2014	NULL	2	NULL	NULL	NULL
04-CA-128506	Pennsylvania Convention Center Authority, SMG and Elliott-Lewis Corp., Joint Employer	CA	Closed	5/12/2014	7/14/2014	2	Dismissal Non-adjus	NULL	NULL
12-CA-128629	Franchises Nevada Corp./Macaron Partnership d/b/a McDonald's & McDonald's USA, LLC as Single or	CA	Closed	5/12/2014	7/14/2014	2	Dismissal Non-adjus	NULL	NULL
12-CA-128668	ALUTIC and CHAMPIONSHIP ENTERPRISES, INC., AS JOINT EMPLOYERS AND/OR SINGLE EMPLOYER AND/OR ALTER EGO	CA	Closed	5/12/2014	7/14/2014	2	Dismissal Non-adjus	NULL	NULL
12-CA-128686	Casper's Company McDonald's & McDonald's Corp. as Joint and Single Employers	CA	Closed	5/15/2014	5/29/2014	3	Dismissal Non-adjus	NULL	NULL
12-CA-128675	Casper's Company McDonald's & McDonald's Corp., as Joint and Single Employers	CA	Closed	5/15/2014	5/29/2014	3	Dismissal Non-adjus	NULL	NULL
12-CA-128695	Casper's Company McDonald's & McDonald's Corp., as Joint and Single Employers	CA	Closed	5/15/2014	5/29/2014	3	Dismissal Non-adjus	NULL	NULL
12-CA-128684	CENTER POINT BUSINESS SOLUTIONS, LLC AND HTS MAKING, LLC, AS JOINT OR SINGLE EMPLOYERS	CA	Closed	5/16/2014	9/25/2014	3	Dismissal Non-adjus	NULL	NULL
07-CA-128911	Chrysler Group LLC and The Productivity Team (TP) LLC, Joint Employers	CA	Open	5/19/2014	7/31/2014	3	Dismissal Non-adjus	NULL	NULL
31-CA-129024	Sanders-Clark & Co., d/b/a McDonald's & McDonald's USA, LLC as Joint Employer	CA	Closed	5/19/2014	7/30/2014	2	Withdrawal Non-adjus	NULL	NULL
31-CA-129026	Sanders-Clark & Co., d/b/a McDonald's & McDonald's USA, LLC as Joint Employer	CA	Open	5/19/2014	NULL	2	NULL	NULL	NULL
31-CA-129027	Sanders-Clark & Co., Inc., a McDonald's Franchisee & McDonald's USA, LLC as Joint Employers	CA	Open	5/19/2014	NULL	2	NULL	NULL	NULL
09-CA-129137	Jackson Hospital Corporation d/b/a Kentucky River Medical Center, Community Health Systems, Inc., and/or Community	CA	Closed	5/21/2014	6/4/2016	3	Withdrawal Adjuste	NULL	NULL
01-CA-129130	KING-KHOSIA LLC d/b/a McDonald's and McDonald's USA, LLC AS JOINT OR SINGLE EMPLOYER	CA	Closed	5/21/2014	6/4/2016	3	Withdrawal Non-adjus	NULL	NULL
02-CA-129153	Planned Companies and Akam Living Services and The Printing House West Village, as Joint Employers	CA	Closed	5/21/2014	9/25/2015	3	Compliance w/DO	NULL	NULL
05-CA-129334	FVL & Sons, Inc. d/b/a McDonald's & McDonald's Corp. as Joint and Single Employers	CA	Closed	5/22/2014	8/29/2014	3	Withdrawal Non-adjus	NULL	NULL
32-CA-129365	TAYLOR FARMS PACIFIC, INC., ABEL MENDOZA, INC., SLINGSHOT CONNECTIONS, LLC, TAYLOR FARMS PACIFIC, INC., AN	CA	Closed	5/22/2014	7/30/2014	3	Withdrawal Non-adjus	NULL	NULL
10-CA-129405	Mar-Mal Inc. d/b/a McDonald's & McDonald's Corp., as Joint and Single Employers	CA	Closed	5/22/2014	9/17/2014	2	Withdrawal Non-adjus	NULL	NULL
14-CA-129374	McDonald's and McDonald's USA, LLC as Joint or Single Employer	CA	Closed	5/22/2014	7/24/2014	3	Withdrawal Non-adjus	NULL	NULL
19-CA-129574	AT&T Mobility Services, Joint Employer	CA	Open	5/30/2014	NULL	2	NULL	NULL	NULL
13-CA-129771	E. Mark Enterprises, LLC, A McDonald's Franchisee and McDonald's USA, LLC, Joint Employers	CA	Open	5/30/2014	NULL	2	NULL	NULL	NULL
31-CA-129782	2Mangas Incorporated a McDonald's Franchisee and McDonald's USA, LLC as Joint Employers	CA	Open	6/2/2014	NULL	3	NULL	NULL	NULL
04-CA-129783	Jo-Dan Madalisse LTD, LLC d/b/a McDonald's, a Franchisee of McDonald's USA, LLC and McDonald's USA, LLC, Joint E	CA	Closed	6/2/2014	9/25/2014	2	Withdrawal Adjuste	NULL	NULL
31-CA-129844	Sanders-Clark & Co., d/b/a McDonald's & McDonald's USA, LLC as Joint/Sole Employer	CA	Closed	6/2/2014	8/19/2014	2	Withdrawal Non-adjus	NULL	NULL
31-CA-130115	Sanders-Clark & Co., d/b/a McDonald's & McDonald's USA, LLC as Joint/Sole Employer	CA	Open	6/3/2014	NULL	2	NULL	NULL	NULL
31-CA-130085	D. Bailey Management Company, A McDonald's Franchisee, and McDonald's USA, LLC as Joint Employers	CA	Open	6/3/2014	NULL	2	NULL	NULL	NULL
31-CA-130093	Sanders-Clark & Co., d/b/a McDonald's & McDonald's USA, LLC as Joint Employer	CA	Open	6/5/2014	NULL	2	NULL	NULL	NULL
31-CA-130739	Jet Professionals, LLC and its joint employer and/or single employer Gulfstream Aerospace Corporation	CA	Closed	6/6/2014	7/31/2014	3	Dismissal Non-adjus	NULL	NULL
05-CA-130712	Jet Professionals, LLC and its joint employer and/or single employer Gulfstream Aerospace Corporation	CA	Closed	6/9/2014	3/6/2015	3	Informal Settlement	NULL	NULL
18-CA-130718	Celadon Trucking Services, Inc. and GSM Transportation, LLC, as Joint Employers	CA	Closed	6/9/2014	7/31/2014	3	Withdrawal Non-adjus	NULL	NULL
10-CA-130794	James Booth-JIS & K Inc. d/b/a McDonald's & McDonald's USA, LLC as Joint and Single Employers	CA	Closed	6/9/2014	7/7/2014	3	Withdrawal Adjuste	NULL	NULL
29-CA-130319	Trestop Development, LLC and Aaron Hall, LLC as Joint Employers	CA	Closed	6/9/2014	12/29/2014	3	Withdrawal Adjuste	NULL	NULL
28-CA-130431	EMGIE, Inc. d/b/a The Matt Goss Show and Vector Management, LLC AS JOINT OR SINGLE EMPLOYER	CA	Closed	6/10/2014	7/11/2014	2	Withdrawal Non-adjus	NULL	NULL
01-CA-130931	KING-KHOSIA LLC d/b/a McDonald's and McDonald's USA, LLC AS JOINT OR SINGLE EMPLOYER	CA	Closed	6/12/2014	7/24/2014	2	Withdrawal Adjuste	NULL	NULL
06-CA-130652	TDF Services Inc., CARD Transport LLC, A Joint or Single Employer	CA	Closed	6/12/2014	3/13/2015	2	Withdrawal Adjuste	NULL	NULL
13-CA-130817	WaterSaver Faucet Company, parent of wholly-owned subsidiary Guardian Equipment Co., joint employers	CA	Open	6/13/2014	NULL	3	NULL	NULL	NULL
08-CA-130717	DNSE, LLC d/b/a Affinity Medical Center, Community Health Systems, Inc. and/or Community Health Systems Profes	CA	Open	6/13/2014	NULL	3	NULL	NULL	NULL
25-CA-130794	FAITH CORPORATION OF INDIANAPOLIS A McDonald's Franchisee, AND McDonald's USA, LLC, JOINT EMPLOYERS	CA	Open	6/16/2014	6/26/2014	3	Withdrawal Non-adjus	NULL	NULL
04-CA-130823	(1) Jo-Dan Enterprises d/b/a McDonald's, and (2) Jo-Dan Madalisse LTD, LLC d/b/a McDonald's, and (3) McDonald's	CA	Closed	6/16/2014	8/5/2014	2	Dismissal Non-adjus	NULL	NULL
29-CA-130799	833 Central Owners Corp. and BNG Realty as Joint Employers	CA	Closed	6/16/2014	4/30/2015	3	Withdrawal Adjuste	NULL	NULL
05-CA-130901	Casper's Company McDonald's and McDonald's Corp., as Joint and Single Employers	CA	Closed	6/19/2014	8/21/2014	2	Informal Settlement	NULL	NULL
12-CA-130884	HVA Enterprises, Inc. and ARAMARK Educational Services, Inc., Joint Employers	CA	Closed	6/19/2014	9/29/2015	3	Informal Settlement	NULL	NULL
12-CA-131069	JHM Services, Inc. and Florida Drawbridges, Inc. as a single employer and/or joint employer and/or alter ego	CA	Closed	6/19/2014	NULL	2	NULL	NULL	NULL
12-CA-131067	JHM Services, Inc. and Florida Drawbridges, Inc. as a single employer and/or joint employer and/or alter ego	CA	Closed	6/19/2014	NULL	2	NULL	NULL	NULL
13-CA-131077	Karanties Restaurant 6576, LLC, A McDonald's Franchisee and McDonald's USA, LLC, Joint Employers	CA	Closed	6/19/2014	12/2/2014	2	Withdrawal Adjuste	NULL	NULL
13-CA-131098	McDonald's 5624 W. Roosevelt Road and (2) McDonald's USA, LLC, joint employers	CA	Closed	6/19/2014	12/2/2014	2	Withdrawal Adjuste	NULL	NULL
13-CA-131141	RMK Enterprises, Inc., A McDonald's Franchisee and McDonald's USA, LLC, Joint Employers	CA	Open	6/19/2014	NULL	2	NULL	NULL	NULL
13-CA-131145	Togart Management, Inc., A McDonald's Franchisee and McDonald's USA, LLC, Joint Employers	CA	Open	6/19/2014	8/11/2014	3	Withdrawal Adjuste	NULL	NULL
31-CA-131187	Johnson Property Management and Crown Energy Service d/b/a Able Engineering, as joint employers	CA	Closed	6/20/2014	7/15/2014	3	Dismissal Non-adjus	NULL	NULL
13-CA-131105	McDonald's 1652 W. 95th Street, Chicago, IL, and McDonald's USA, LLC, joint employers	CA	Closed	6/23/2014	4/27/2015	3	Dismissal Non-adjus	NULL	NULL
10-CA-131488	James Booth-JIS & K, Inc. d/b/a McDonald's & McDonald's Corp., as Joint and Single Employers	CA	Closed	6/23/2014	4/27/2015	3	Dismissal Non-adjus	NULL	NULL
10-CA-131543	James Booth-JIS & K, Inc. d/b/a McDonald's & McDonald's Corp., as Joint and Single Employers	CA	Closed	6/23/2014	4/27/2015	3	Dismissal Non-adjus	NULL	NULL
10-CA-131557	James Booth-JIS & K, Inc. d/b/a McDonald's & McDonald's Corp., as Joint and Single Employers	CA	Closed	6/23/2014	4/27/2015	3	Dismissal Non-adjus	NULL	NULL
14-CA-131475	Priority Staff Corp AND R.L. Hudson, Joint Employers	CA	Closed	6/24/2014	7/14/2014	3	Withdrawal Adjuste	NULL	NULL

13-CA-131640	V. Quedo, Inc., A McDonald's Franchisee and McDonald's USA, LLC, Joint Employers	CA	Open	6/24/2014	4/14/2016	2	NULL	NULL	NULL	NULL
09-CA-131638	Jackson Hospital Corporation d/b/a Kentucky River Medical Center, Community Health Systems, Inc., and/or Community Health Systems, Inc.	CA	Closed	6/25/2014	4/14/2016	2	Withdrawal Adjuste	NULL	NULL	NULL
31-CA-131627	Sanders-Clark & Co. d/b/a McDonald's & McDonald's USA LLC as Joint Employer	CA	Open	7/14/2014	7/14/2014	2	Withdrawal Non-adjust	NULL	NULL	NULL
31-CA-131627	Sanders-Clark & Co. d/b/a McDonald's & McDonald's USA LLC as Joint Employer	CA	Closed	6/26/2014	NULL	2	NULL	NULL	NULL	NULL
29-CA-131746	106-20 Shorefront Realty LLC, 107-10 Shorefront Realty LLC, 1 Beach 106 Realty LLC and Alma Realty Corp., as Joint Employer	CA	Closed	6/27/2014	8/12/2015	3	Dismissal Non-adjust	NULL	NULL	NULL
13-CA-131706	Epitranza Community Services and Southeast Personnel Leasing, Inc., a Joint Employer	CA	Closed	6/27/2014	8/29/2014	3	Withdrawal Non-adjust	NULL	NULL	NULL
15-CA-131801	CENTER POINT BUSINESS SOLUTIONS, LLC AND HTS MIXING, LLC AS JOINT OR SINGLE EMPLOYERS	CA	Closed	6/27/2014	9/12/2014	2	Withdrawal Adjuste	NULL	NULL	NULL
08-CA-131772	DHSC, LLC d/b/a Affinity Medical Center, Community Health Systems, Inc., and/or Community Health Systems Professional Services, Inc.	CA	Open	6/30/2014	8/21/2014	2	Dismissal Non-adjust	NULL	NULL	NULL
14-CA-131558	DeVera Management, Inc., a McDonald's Franchisee, and McDonald's USA, LLC, Joint Employers	CA	Closed	6/30/2014	NULL	2	NULL	NULL	NULL	NULL
20-CA-132103	MACT Inc., a McDonald's Franchisee and McDonald's USA, LLC, Joint Employers	CA	Open	7/1/2014	6/12/2015	3	Dismissal Adjusted	NULL	NULL	NULL
32-CA-131954	TAYLOR FARMS PACIFIC, INC., ABEL MENDOZA, INC., SLINGSHOT CONNECTIONS, LLC, TAYLOR FARMS PACIFIC, INC., AND TAYLOR FARMS PACIFIC, INC.	CA	Closed	7/1/2014	NULL	3	NULL	NULL	NULL	NULL
19-CA-131986	Campaign for the Restoration and Regulation of Hemo, THCE, and Pressa Quality Care Corporation, as Single Employer	CA	Closed	7/12/2014	5/18/2016	3	Withdrawal Adjuste	NULL	NULL	NULL
10-CA-132079	James Booth-JIS & K, Inc. d/b/a McDonald's & McDonald's USA LLC as Joint Employer	CA	Closed	7/12/2014	1/14/2015	2	Informal Settlement	NULL	NULL	NULL
15-CA-132079	James Booth-JIS & K, Inc. d/b/a McDonald's & McDonald's USA LLC as Joint Employer	CA	Closed	7/12/2014	4/14/2015	2	Dismissal Non-adjust	NULL	NULL	NULL
15-CA-132116	The Glenmary at Evergreen and Veritas Incare, LLC, Joint Employers	CA	Closed	7/12/2014	4/14/2015	2	Dismissal Non-adjust	NULL	NULL	NULL
10-CA-132169	Engineered Plastic Components & At Work Personnel Services as Joint Employers	CA	Closed	7/12/2014	12/31/2014	3	Withdrawal Adjuste	NULL	NULL	NULL
07-CA-132240	Engineered Plastic Components & At Work Personnel Services as Joint Employers	CA	Closed	7/12/2014	12/31/2014	3	Withdrawal Non-adjust	NULL	NULL	NULL
31-CA-132489	O. Bailey Management Company, A McDonald's Franchisee, and McDonald's USA, LLC as Joint Employers	CA	Open	7/19/2014	NULL	2	NULL	NULL	NULL	NULL
28-CA-132489	Nobody's Business, LLC and Little Books Little Films LLC, Joint Employers	CA	Closed	7/19/2014	7/14/2014	3	Withdrawal Non-adjust	NULL	NULL	NULL
15-CA-132469	OSAK OUTSOURCING III, Inc. a joint employer and Russell Smith Enterprise d.b.a. Orbis Logistics a joint employer	CA	Closed	7/19/2014	9/30/2014	3	Dismissal Non-adjust	NULL	NULL	NULL
01-CA-132442	KING, KHOSLA AND ASSOCIATES LLC d/b/a McDONALD'S AND McDONALD'S USA, LLC AS JOINT OR SINGLE EMPLOYER	CA	Closed	7/19/2014	10/24/2014	3	Withdrawal Non-adjust	NULL	NULL	NULL
07-CA-132472	(1) Jo-Dan Enterprises d/b/a and/or (2) Jo-Dan Macaluso LTD, LLC d/b/a McDonald's and (3) McDonald's USA, LLC as Joint Employer	CA	Open	7/11/2014	NULL	3	NULL	NULL	NULL	NULL
25-CA-132518	FALCON TRUCKING, LLC and RAGLE, INC., A Single Employer and/or Joint Employers	CA	Open	7/11/2014	8/20/2014	3	Withdrawal Non-adjust	NULL	NULL	NULL
18-CA-132564	New Health Services and/or MCFI Milwaukee Center for Independence - Home Care, as a Joint or Single Employer	CA	Closed	7/11/2014	8/20/2014	3	Withdrawal Non-adjust	NULL	NULL	NULL
18-CA-132549	New Health Services and/or MCFI Milwaukee Center for Independence, as a Joint or Single Employer	CA	Closed	7/11/2014	8/20/2014	3	Withdrawal Non-adjust	NULL	NULL	NULL
07-CA-132729	Detroit Free Press and Detroit Newspaper Partnership, L.P., Joint Employer	CA	Closed	7/11/2014	8/20/2014	3	Withdrawal Non-adjust	NULL	NULL	NULL
07-CA-132716	The Detroit News and Detroit Newspaper Partnership, L.P., Joint Employer	CA	Closed	7/11/2014	8/20/2014	3	Withdrawal Non-adjust	NULL	NULL	NULL
01-CA-132724	107 Osborne Street Operating Co., LLC d/b/a Danbury Health Care Center, a single and joint employer with MC	CA	Closed	7/15/2014	8/29/2014	2	Withdrawal Non-adjust	NULL	NULL	NULL
01-CA-132807	240 Church Street Operating Co., LLC d/b/a Newington Health Care Center, a single and joint employer with HealthBridge N	CA	Closed	7/15/2014	9/30/2014	2	Withdrawal Non-adjust	NULL	NULL	NULL
06-CA-132792	Rice Enterprises d/b/a McDonald's and McDonald's USA, LLC, as a single or joint employer	CA	Closed	7/15/2014	11/7/2014	2	Dismissal Non-adjust	NULL	NULL	NULL
06-CA-132802	Rice Enterprises d/b/a McDonald's and McDonald's USA, LLC, as a single or joint employer	CA	Closed	7/15/2014	9/29/2014	2	Withdrawal Non-adjust	NULL	NULL	NULL
31-CA-132915	Sanders-Clark & Co. d/b/a McDonald's & McDonald's USA LLC as Joint Employer	CA	Open	7/15/2014	NULL	2	NULL	NULL	NULL	NULL
31-CA-132915	Sanders-Clark & Co. d/b/a McDonald's & McDonald's USA LLC as Joint Employer	CA	Open	7/15/2014	NULL	2	NULL	NULL	NULL	NULL
08-CA-132821	MACX INDUSTRIES, INC. MACX CONCRETE, INC., MACX AERATION COMPANY and MACX VAULT COMPANY, JOINT EMP	CA	Closed	7/16/2014	7/17/2014	2	Informal Settlement	NULL	NULL	NULL
08-CA-132821	MACX INDUSTRIES, INC. MACX CONCRETE, INC., MACX AERATION COMPANY and MACX VAULT COMPANY, JOINT EMP	CA	Open	7/17/2014	NULL	3	NULL	NULL	NULL	NULL
08-CA-132978	Northeast Ohio College Preparatory School, University of Cleveland Preparatory School, and/or Community Hea	CA	Closed	7/17/2014	12/30/2016	3	Informal Settlement	NULL	NULL	NULL
08-CA-132977	Northeast Ohio College Preparatory School, University of Cleveland Preparatory School, and/or Community Hea	CA	Closed	7/17/2014	12/30/2016	3	Informal Settlement	NULL	NULL	NULL
05-CA-132973	PMGI Enterprises d/b/a McDonald's and McDonald's USA, LLC as Joint and Single Employers	CA	Closed	7/17/2014	12/30/2016	3	Informal Settlement	NULL	NULL	NULL
05-CA-132973	PMGI Enterprises d/b/a McDonald's and McDonald's USA, LLC as Joint and Single Employers	CA	Closed	7/17/2014	12/30/2016	3	Informal Settlement	NULL	NULL	NULL
28-CA-132951	Gaucha Ltd. d/b/a McDonald's Restaurants McDonald's USA LLC as Joint/Sole Employer	CA	Closed	7/18/2014	10/2/2014	2	Withdrawal Non-adjust	NULL	NULL	NULL
31-CA-133117	Sanders-Clark & Co. Inc., a McDonald's Franchisee & McDonald's USA, LLC as Joint Employers	CA	Open	7/18/2014	NULL	2	NULL	NULL	NULL	NULL
18-CA-133131	Hendrick Corporation d/b/a McDonald's @ 120 E. Capitol D. & 5205 W. Ford on Lee Ave. and McDonald's USA LLC, as a	CA	Closed	7/21/2014	9/8/2014	3	Withdrawal Non-adjust	NULL	NULL	NULL
18-CA-133257	Calabon Trucking Services, Inc. and GSM Transportation, LLC, Joint Employers	CA	Closed	7/23/2014	3/6/2015	3	Informal Settlement	NULL	NULL	NULL
09-CA-133344	RETHREAD AMERICA AND ADP TOTAL SOURCE, INC., A JOINT EMPLOYER	CA	Closed	7/23/2014	9/9/2014	3	Dismissal Non-adjust	NULL	NULL	NULL
28-CA-133436	El Merendino Posaj, Inc. and Vista Grande Catering, LLC, Joint Employers	CA	Closed	7/24/2014	10/28/2014	3	Dismissal Non-adjust	NULL	NULL	NULL
18-CA-133382	Neveda Corporation d/b/a McDonald's @ 1220 N. 35th St. and McDonald's USA LLC, as a single or joint employer	CA	Closed	7/24/2014	9/3/2014	2	Withdrawal Non-adjust	NULL	NULL	NULL
04-CA-133621	Jo Dan Macaluso, LTD d/b/a McDonald's A Franchisee of McDonald's USA, LLC, Joint Employer	CA	Open	7/29/2014	NULL	3	NULL	NULL	NULL	NULL
20-CA-133467	Queens Ballpark Co., LLC and First Quality Maintenance, L.P. d/b/a Alliance Building Services, LLC, Joint Employers	CA	Closed	7/29/2014	5/29/2015	3	Withdrawal Adjuste	NULL	NULL	NULL
10-CA-133415	Mar-Mal, Inc. d/b/a McDonald's, A McDonald's Franchisee, and McDonald's USA, LLC, Joint Employers	CA	Closed	7/30/2014	3/3/2016	3	Withdrawal Adjuste	NULL	NULL	NULL
20-CA-133798	Husky, Inc. d/b/a Tuba Spilled Nursing Center and Thicket Health Services, Inc., Joint or Single Employers	CA	Closed	7/30/2014	2/26/2015	2	Withdrawal Adjuste	NULL	NULL	NULL
09-CA-133951	Hospital of Barstow Inc., d/b/a Barstow Community Hospital, Community Health Systems, Inc., and/or Community Hea	CA	Closed	7/31/2014	5/11/2017	2	Withdrawal Non-adjust	NULL	NULL	NULL
09-CA-133951	Jackson Hospital Corporation d/b/a Kentucky River Medical Center, Community Health Systems, Inc., and/or Community	CA	Closed	8/1/2014	4/14/2016	2	Withdrawal Adjuste	NULL	NULL	NULL
04-CA-134038	Quality Investigations, Inc. d/b/a QI Security Services and Coastal International Security, Inc. as Joint Employers	CA	Closed	8/1/2014	9/30/2014	3	Withdrawal Non-adjust	NULL	NULL	NULL
07-CA-133937	BLUE HILLS HEALTH & REHABILITATION CENTER, LLC/CHESTNUT HEALTH AND REHABILITATION GROUP, INC., AS A JOIN	CA	Open	8/4/2014	NULL	3	NULL	NULL	NULL	NULL
07-CA-134131	Continuum Automotive USA, LLC and Lajo Group, Inc., Joint Employers	CA	Closed	8/4/2014	3/20/2015	3	Dismissal Non-adjust	NULL	NULL	NULL
22-CA-134185	ARM MANUFACTURING / PRODUCTION AS JOINT EMPLOYERS	CA	Closed	8/5/2014	8/5/2016	3	Informal Settlement	NULL	NULL	NULL
10-CA-134231	James Booth-JIS & K, Inc. d/b/a McDonald's & McDonald's USA, LLC as Joint Employers	CA	Closed	8/5/2014	9/26/2014	3	Withdrawal Adjuste	NULL	NULL	NULL
05-CA-134231	On Site Personnel, LLC and Philip Foods, Inc. as Joint Employers	CA	Closed	8/6/2014	8/18/2014	3	Dismissal Non-adjust	NULL	NULL	NULL
31-CA-134237	ZMangas Incorporated a McDonald's Franchisee and McDonald's USA, LLC as Joint Employers	CA	Open	8/7/2014	4/27/2015	2	NULL	NULL	NULL	NULL
10-CA-134248	James Booth-JIS & K, Inc. d/b/a McDonald's, A McDonald's Franchisee, and McDonald's USA, LLC, Joint Employers	CA	Closed	8/7/2014	4/27/2015	2	Dismissal Non-adjust	NULL	NULL	NULL
21-CA-134459	ASSET PROTECTION AND SECURITY SERVICES, LP/ATKINIA TECHNICAL SERVICES, INC., A JOINT EMPLOYER	CA	Closed	8/8/2014	10/30/2014	2	Dismissal Non-adjust	NULL	NULL	NULL
31-CA-134473	Sanders-Clark & Co. d/b/a McDonald's & McDonald's USA LLC as Joint Employer	CA	Open	8/8/2014	NULL	2	NULL	NULL	NULL	NULL
31-CA-134473	Sanders-Clark & Co. d/b/a McDonald's & McDonald's USA LLC as Joint Employer	CA	Open	8/8/2014	NULL	2	NULL	NULL	NULL	NULL
31-CA-134478	Sanders-Clark & Co. d/b/a McDonald's & McDonald's USA LLC as Joint Employer	CA	Open	8/8/2014	NULL	2	NULL	NULL	NULL	NULL
31-CA-134514	Sanders-Clark & Co. d/b/a McDonald's & McDonald's USA LLC as Joint Employer	CA	Open	8/8/2014	NULL	2	NULL	NULL	NULL	NULL
31-CA-134480	Sanders-Clark & Co. d/b/a McDonald's & McDonald's USA LLC as Joint Employer	CA	Open	8/8/2014	NULL	2	NULL	NULL	NULL	NULL
04-CA-134380	Grigit Creative, LLC and My Cright, Inc., Joint Employers	CA	Open	8/8/2014	12/18/2015	3	Informal Settlement	NULL	NULL	NULL
21-CA-134774	Fallbrook Hospital Corporation, d/b/a Fallbrook Hospital, Community Health Systems, Inc., and/or Community Health	CA	Open	8/14/2014	NULL	3	NULL	NULL	NULL	NULL
07-CA-134769	MCAM Staffing Hospital, LLC, Pontchartrain Detroit Hotel, LLC, Equity Hospitality Management Co., Joint Employers d	CA	Closed	8/14/2014	2/2/2016	3	Informal Settlement	NULL	NULL	NULL
10-CA-134922	James Booth-JIS & K, Inc. d/b/a McDonald's & McDonald's USA, LLC as Joint and Single Employers	CA	Closed	8/19/2014	11/21/2014	2	Withdrawal Non-adjust	NULL	NULL	NULL

10-CA-139570	James Booth-JS & K, Inc. d/b/a McDonald's Corp., as joint and single employers	CA	Closed	10/27/2014	10/6/2015	2	Dismissal Non-adjust	NULL	NULL	NULL
20-CA-139501	P&S, Inc. as joint and/or single employer with Divayis, Inc. d/b/a Dynamonic Post Acute Care Center	CA	Closed	10/27/2014	10/21/2015	3	Compliance w/BO	NULL	7/20/2015	NULL
06-CA-139569	Rice Enterprises, LLC, a McDonald's Franchisee, and McDonald's USA, LLC, joint employers	CA	Open	10/27/2014	NULL	3	NULL	NULL	NULL	NULL
02-CA-139825	PLANNED COMPANIES AND AKAAM LIVING SERVICE AND THE PRINTING HOUSE WEST VILLAGE, AS JOINT EMPLOYERS	CA	Closed	10/29/2014	8/28/2015	1	Dismissal Adjusted	NULL	NULL	NULL
07-CA-139866	Premier Health Care Management, Inc. and Cherrywood Nursing Home, Joint Employers	CA	Closed	10/29/2014	10/14/2015	3	Informal Settlement	NULL	NULL	NULL
05-CA-140168	Holman Enterprises d/b/a McDonald's & McDonald's Corp. as joint and single employers	CA	Closed	10/30/2014	1/14/2015	3	Informal Settlement	NULL	NULL	NULL
15-CA-140171	Holman Enterprises d/b/a McDonald's & McDonald's Corp. as joint and single employers	CA	Closed	10/30/2014	1/14/2015	3	Informal Settlement	NULL	NULL	NULL
15-CA-140246	Century Management LLC d/b/a McDonald's & McDonald's USA, LLC as joint or single employer	CA	Closed	10/31/2014	11/21/2014	3	Informal Settlement	NULL	NULL	NULL
01-CA-140161	HEALTHBRIDGE MANAGEMENT, LLC, and 107 OSBORNE STREET OPERATING COMPANY II, LLC d/b/a DANBURY HEALTH	CA	Closed	10/31/2014	5/20/2015	2	Informal Settlement	NULL	NULL	NULL
19-CA-140130	Stekor Energy LLC, Stekor Energy Corp., and Solar Plus, LLC, joint employers, and/or single employer, and/or a single in	CA	Closed	11/4/2014	5/20/2015	2	Informal Settlement	NULL	NULL	NULL
19-CA-140250	Stekor Energy LLC, Stekor Energy Corp., and Solar Plus, LLC, joint employers, and/or single employer, and/or a single in	CA	Closed	11/4/2014	5/20/2015	2	Informal Settlement	NULL	NULL	NULL
16-CA-140455	Torque It Up, LLC and North American Tubular, LLC joint employers	CA	Closed	11/5/2014	12/23/2014	3	Informal Settlement	NULL	6/10/2015	NULL
28-CA-140471	Ultimate Staffing Services Sunrun, Inc. as joint/single employer	CA	Closed	11/5/2014	12/23/2014	3	Informal Settlement	NULL	NULL	NULL
15-CA-140511	Century Management LLC d/b/a McDonald's & McDonald's USA, LLC, joint employers	CA	Closed	11/12/2014	10/20/2015	3	Informal Settlement	NULL	4/21/2016	NULL
18-CA-140709	COLUMBIA SUXSEX MANAGEMENT, LLC DBA/A MINNEAPOLIS AIRPORT MARROTT AS A JOINT EMPLOYER WITH HOSPT	CA	Closed	11/12/2014	10/20/2015	3	Informal Settlement	NULL	NULL	NULL
18-CA-140692	MARROTT AIRPORT AS A JOINT EMPLOYER WITH HOSPITALITY STAFFING SOLUTIONS	CA	Closed	11/12/2014	12/1/2014	3	Informal Settlement	NULL	NULL	NULL
08-CA-140848	Youngstown General Construction Company, Inc., d/b/a, and/or joint employer/faker ego/disguised continuance of RLC	CA	Closed	11/12/2014	8/20/2015	3	Informal Settlement	NULL	NULL	NULL
14-CA-140976	The Savage Group, LLC, a McDonald's Franchisee, and McDonald's USA, LLC, joint employers	CA	Open	11/14/2014	NULL	2	NULL	NULL	NULL	NULL
15-CA-141002	(1) CENTURY MANAGEMENT LLC d/b/a McDonald's AND (2) McDonald's, USA, LLC AS JOINT OR SINGLE EMPLOYER	CA	Closed	11/17/2014	11/21/2014	3	Informal Settlement	NULL	NULL	NULL
13-CA-141120	PTO/BTC joint employers	CA	Closed	11/17/2014	12/3/2014	3	Informal Settlement	NULL	NULL	NULL
06-CA-141146	Rice Enterprises d/b/a McDonald's and McDonald's USA, as a joint or single employer	CA	Closed	11/19/2014	2/25/2015	3	Informal Settlement	NULL	NULL	NULL
07-CA-141812	Comprehensive Services for the Developmentally Disabled, Inc. and Allied Human Services, Inc., joint employers and/o	CA	Closed	11/25/2014	11/20/2015	3	Informal Settlement	NULL	NULL	NULL
13-CA-141655	Security Walls, LLC and Allied Barton Security Services, LLC, joint employers	CA	Closed	11/25/2014	4/24/2015	2	Informal Settlement	NULL	NULL	NULL
15-CA-141655	McDonald's, LLC as joint or single employers	CA	Closed	11/25/2014	1/9/2015	3	Informal Settlement	NULL	NULL	NULL
15-CA-142042	CENTRIC PIRE LLC AND JEAN SIMPSON PERSONNEL SERVICES INC., JOINT EMPLOYERS	CA	Closed	12/3/2014	2/26/2015	3	Informal Settlement	NULL	NULL	NULL
13-CA-142193	Gowettill Pastry-Vend, LLC and Labor Network, Inc., as joint employers	CA	Closed	12/4/2014	7/27/2015	3	Informal Settlement	NULL	NULL	NULL
18-CA-142149	DAVID REINERT AS JOINT EMPLOYER OR SINGLE EMPLOYER WITH MCDONALD'S USA, LLC	CA	Closed	12/4/2014	1/6/2015	2	Informal Settlement	NULL	NULL	NULL
12-CA-142342	Hardee's Phase Three LLC and Hardee's Restaurants LLC, as joint and single employers	CA	Closed	12/8/2014	12/18/2014	3	Informal Settlement	NULL	NULL	NULL
13-CA-142372	Lofano Holdings Seven, Inc., a McDonald's Franchisee, and McDonald's USA, LLC, joint employers	CA	Closed	12/8/2014	6/26/2018	2	Informal Settlement	NULL	NULL	NULL
14-CA-142663	MAZT, Inc. d/b/a McDonald's and McDonald's USA, LLC as joint and single employer	CA	Closed	12/8/2014	1/27/2015	3	Informal Settlement	NULL	NULL	NULL
20-CA-142368	Rivers Holding, Ltd., d/b/a McDonald's and McDonald's USA, LLC as a joint or single employer	CA	Closed	12/8/2014	2/25/2015	2	Informal Settlement	NULL	NULL	NULL
28-CA-142400	RLT Corp. d/b/a McDonald's and McDonald's USA, LLC as joint employer	CA	Closed	12/8/2014	2/11/2015	3	Informal Settlement	NULL	NULL	NULL
19-CA-142404	Stekor Energy LLC, Stekor Energy Corp., and Solar Plus, LLC, joint employers, and/or single employer, and/or a single in	CA	Closed	12/8/2014	5/20/2015	3	Informal Settlement	NULL	NULL	NULL
32-CA-142740	TAYLOR FARMS PACIFIC, INC., ABEL MEDOZA, INC., SUNGSHOT CONNECTIONS, LLC, TAYLOR FARMS PACIFIC, INC., AN	CA	Closed	12/10/2014	5/18/2016	3	Informal Settlement	NULL	NULL	NULL
01-CA-142734	Damp Enterprises Inc. d/b/a McDonald's and McDonald's USA, LLC, as joint or single employer	CA	Open	12/11/2014	7/29/2015	2	Informal Settlement	NULL	NULL	NULL
10-CA-142879	James Booth-JS & K, Inc. d/b/a McDonald's & McDonald's Corp., as joint or single employer	CA	Closed	12/11/2014	7/27/2015	3	Informal Settlement	NULL	NULL	NULL
10-CA-142879	James Booth-JS & K, Inc. d/b/a McDonald's & McDonald's Corp., as joint or single employer	CA	Closed	12/11/2014	7/27/2015	3	Informal Settlement	NULL	NULL	NULL
10-CA-142894	Patco Enterprises, Inc. d/b/a McDonald's & McDonald's Corp., as joint and single employers	CA	Closed	12/11/2014	2/13/2015	3	Informal Settlement	NULL	NULL	NULL
15-CA-142722	McDonald's, as joint or single employers	CA	Closed	12/12/2014	1/16/2015	3	Informal Settlement	NULL	NULL	NULL
28-CA-142722	McDonald's, as joint or single employers	CA	Closed	12/12/2014	7/7/2015	3	Informal Settlement	NULL	NULL	NULL
28-CA-142793	Redi Solutions LLC dba Redi Insulation and Suval USA Corp. joint employers	CA	Closed	12/13/2014	2/17/2016	1	Informal Settlement	NULL	NULL	NULL
02-CA-142890	RP PROVIDENCE LLC dba RPI RENAISSANCE PROVIDENCE DOWNTOWN HOTEL AND TPG HOSPITALITY, INC., AN AFIL	CA	Closed	12/15/2014	4/5/2016	1	Informal Settlement	NULL	NULL	NULL
02-CA-142858	Washington Sp. Southeast Apartment, Inc. and Metro Management as joint employers	CA	Closed	12/15/2014	6/1/2017	2	Informal Settlement	NULL	NULL	NULL
19-CA-143095	Providence Sacred Heart Medical Center and Children's Hospital/Inland Imaging LLC, Inland Imaging Business Associat	CA	Closed	12/16/2014	2/4/2015	3	Informal Settlement	NULL	NULL	NULL
04-CA-142891	US Federal Service, Inc./Tech Services, Inc. (joint employers)	CA	Closed	12/16/2014	5/27/2015	3	Informal Settlement	NULL	NULL	NULL
02-CA-143024	ALL COUNTY BUS, LLC and TRANSPORT LOGISTICS GROUP, LLC, JOINT EMPLOYER	CA	Closed	12/17/2014	5/22/2015	2	Informal Settlement	NULL	NULL	NULL
02-CA-143020	PHAX, LLC, a McDonald's Franchisee, and McDonald's USA, LLC, joint employers	CA	Closed	12/17/2014	5/30/2018	2	Informal Settlement	NULL	NULL	NULL
13-CA-143107	Resumment, LLC and Inaguar Entertainment as a joint employer	CA	Closed	12/17/2014	4/28/2015	3	Informal Settlement	NULL	NULL	NULL
31-CA-143091	DAVE REINERT AS JOINT EMPLOYER OR SINGLE EMPLOYER WITH MCDONALD'S USA, LLC	CA	Closed	12/19/2014	1/6/2015	2	Informal Settlement	NULL	NULL	NULL
18-CA-143308	Delta Western and North Star Petroleum, joint employers	CA	Closed	12/19/2014	4/15/2016	3	Informal Settlement	NULL	NULL	NULL
29-CA-143165	Keco Construction, Inc. and Elm General Construction Corp. a single employer and/or alter ego and/or joint employer	CA	Closed	12/19/2014	8/17/2015	3	Informal Settlement	NULL	NULL	NULL
15-CA-143205	McDonald's LLC as joint or single employers	CA	Closed	12/19/2014	12/1/2015	3	Informal Settlement	NULL	NULL	NULL
08-CA-143231	Warren Fabricating Corporation and Industrial Labor, Inc., joint employers	CA	Closed	12/19/2014	8/11/2015	3	Informal Settlement	NULL	NULL	NULL
19-CA-143377	Campaign for the Restoration and Regulation of Hemp, THCF, and Presto Quality Care Corporation, as single and/or jo	CA	Open	12/23/2014	NULL	2	NULL	NULL	NULL	NULL
21-CA-143449	IMAJINE LLC, A MCDONALD'S FRANCHISEE, AND MCDONALD'S USA, LLC, JOINT EMPLOYER	CA	Closed	12/23/2014	9/5/2017	2	Informal Settlement	NULL	NULL	NULL
02-CA-143434	Metro Management and Masaryk Towers Corps., joint employers	CA	Closed	12/23/2014	3/11/2015	2	Informal Settlement	NULL	NULL	NULL
04-CA-143743	(1) In-Dan Enterprises d/b/a McDonald's, and/or (2) Jo-Dan Madalisse, LTD, LLC, d/b/a McDonald's and (3) McDonald's	CA	Closed	12/31/2014	1/20/2015	3	Informal Settlement	NULL	NULL	NULL
02-CA-143711	Berger Realty Group, LLC and Kennedy Wilson Properties Ltd. and MSG Services Group, Inc. d/b/a Bright Sky Cleaning	CA	Closed	12/31/2014	3/11/2015	3	Informal Settlement	NULL	NULL	NULL
02-CA-143716	LAND B ENTERPRISES, LLC and Obysen Foods of New York, Inc. 509 East Main Street Bridgewater, NJ 08807 as joint Emp	CA	Closed	12/31/2014	4/30/2015	3	Informal Settlement	NULL	NULL	NULL
24-CA-143760	200 STL Holdings, LLC d/b/a Crowne Plaza Hotel St. Louis Downtown, Inner Circle Management, LLC, Inner Circle Invest	CA	Closed	12/15/2015	6/12/2015	3	Informal Settlement	NULL	6/15/2015	NULL
15-CA-143890	Century Management, LLC d/b/a McDonald's and McDonald's USA, LLC as joint or single employer	CA	Open	1/5/2015	NULL	3	NULL	NULL	NULL	NULL
02-CA-143955	FC Felt Square Associates, LLC and Pinacle Managing Co., LLC, co-and/or joint employers	CA	Closed	1/6/2015	4/28/2015	3	Informal Settlement	NULL	NULL	NULL
15-CA-143968	Tunica Roadhouse Corporation d/b/a McDonald's and McDonald's USA, LLC co-and/or joint employers	CA	Closed	1/8/2015	10/6/2015	3	Informal Settlement	NULL	NULL	NULL
08-CA-144132	DMSC, LLC d/b/a Affinity Medical Center, Community Health Systems, Inc., and/or Community Health Systems Profesi	CA	Closed	1/9/2015	8/28/2015	3	Informal Settlement	NULL	6/15/2015	NULL
19-CA-144134	Stekor Energy LLC, Stekor Energy Corp., and Solar Plus, LLC, joint employers, and/or single employer, and/or a single in	CA	Open	1/9/2015	5/20/2015	2	Informal Settlement	NULL	NULL	NULL
04-CA-144170	(1) In-Dan Enterprises d/b/a McDonald's and/or (2) Jo-Dan Madalisse d/b/a McDonald's, and (3) McDonald's USA, LLC	CA	Closed	1/12/2015	3/25/2015	3	Informal Settlement	NULL	NULL	NULL
03-CA-144168	AT Rosen Electrical Co., Inc. and Corecap, Inc. (joint employers)	CA	Closed	1/12/2015	2/13/2015	2	Informal Settlement	NULL	NULL	NULL
31-CA-144301	Sanders-Coff & Co., Inc., a McDonald's Franchisee, and McDonald's USA, LLC, joint employers	CA	Open	1/13/2015	NULL	3	Informal Settlement	NULL	NULL	NULL
15-CA-144526	McDonald's LLC, as joint or single employers	CA	Closed	1/15/2015	2/13/2015	3	Informal Settlement	NULL	NULL	NULL

13-CA-144534	McDonald's LLC, as joint or single employers	CA	Closed	1/15/2015	2/13/2015	3	Withdrawal Non-adjus	NULL	NULL	NULL
15-CA-144536	McDonald's LLC, as joint or single employers	CA	Closed	1/15/2015	2/13/2015	3	Withdrawal Non-adjus	NULL	NULL	NULL
12-CA-144618	TAYLOR FARMS PACIFIC, INC., ABEL MENDOZA, INC., SLINGSHOT CONNECTIONS, LLC, TAYLOR FARMS PACIFIC, INC. AND RIVERS HOLDING, LLC, d/b/a McDonald's and McDonald's USA, LLC as a joint or single employer	CA	Closed	1/16/2015	5/28/2016	3	Withdrawal Adjuste	NULL	NULL	NULL
12-CA-144674	D. Bailey Management Company, a McDonald's Franchisee, and McDonald's USA LLC as joint employers	CA	Closed	1/20/2015	1/20/2015	3	Withdrawal Non-adjus	NULL	NULL	NULL
12-CA-144840	FedEx Corporation and Marlin Logistic Express, as Joint Employers	CA	Closed	1/21/2015	6/21/2018	1	Informal Settlement	NULL	NULL	NULL
12-CA-144845	FedEx Corporation and Marlin Logistic Express, as Joint Employers	CA	Closed	1/22/2015	6/9/2015	3	Dismissal Non-adjus	NULL	NULL	NULL
12-CA-144848	Perpetrator, LLC, CDN Logistics, Inc., and the Custom Companies, Inc. as joint employers and/or a single integrated eme	CA	Closed	1/22/2015	7/7/2015	3	Withdrawal Non-adjus	NULL	NULL	NULL
03-CA-144887	Vassar Brothers Medical Center and DNA Imaging, P.C. (Joint Employers)	CA	Closed	1/23/2015	1/4/2016	3	Withdrawal Adjuste	NULL	NULL	NULL
03-CA-144890	Vassar Brothers Medical Center and DNA Imaging, P.C. (Joint Employers)	CA	Closed	1/23/2015	1/20/2016	3	Withdrawal Adjuste	NULL	NULL	NULL
20-CA-145152	Golden Arch Enterprises, Inc., a McDonald's Franchisee, and McDonald's USA, LLC, as Joint Employers	CA	Closed	1/26/2015	8/18/2017	3	Withdrawal Adjuste	NULL	NULL	NULL
20-CA-145152	MazT, Inc. d/b/a McDonald's and McDonald's USA, LLC, as Joint Employers	CA	Closed	1/26/2015	3/30/2015	3	Withdrawal Non-adjus	NULL	NULL	NULL
08-CA-145092	Ridgewood Manor Nursing Home d/b/a and/or joint employer with Health Care Services Group, Inc.	CA	Closed	1/27/2015	5/28/2015	2	Withdrawal Non-adjus	NULL	NULL	NULL
02-CA-145332	Epil Systems and Osker, Hoskin & Harcourt, LLP, Joint Employers	CA	Closed	1/28/2015	7/18/2016	3	Informal Settlement	NULL	NULL	NULL
07-CA-145337	2446 Food Service Corp. d/b/a McDonald's located at 948 8th Avenue, New York, NY 10019 & McDonald's USA LLC, On	CA	Open	1/29/2015	NULL	3	NULL	NULL	NULL	NULL
14-CA-145381	King's Management Co., Inc. a McDonald's Franchisee, and McDonald's USA, LLC Joint Employers	CA	Closed	1/29/2015	12/30/2015	2	Informal Settlement	NULL	NULL	NULL
27-CA-145543	Big White Wall Holdings, Inc. (BWHI) and Mid-Atlantic HR, Inc. (MAHR), Joint Employers	CA	Closed	1/30/2015	2/9/2015	3	Withdrawal Non-adjus	NULL	NULL	NULL
02-CA-145709	Workday Push Doors and Handsets, a single and/or joint employer	CA	Closed	1/30/2015	4/18/2015	3	Withdrawal Non-adjus	NULL	NULL	NULL
02-CA-145733	FC Foley Square Associates, LLC and Pinnacle Managing Co., LLC, co-and/or joint employers	CA	Closed	2/3/2015	4/13/2015	2	Withdrawal Non-adjus	NULL	NULL	NULL
10-CA-145814	F & D Heubner LLC d/b/a McDonald's & McDonald's Corp., as Joint and Single Employers	CA	Closed	2/3/2015	2/3/2015	2	Withdrawal Adjuste	NULL	NULL	NULL
04-CA-145856	Trump Entertainment Resorts, Inc. Trump Entertainment Resorts Holdings, L.P., Trump Plaza Association, LLC, Trump N	CA	Closed	2/3/2015	4/30/2015	2	Withdrawal Non-adjus	NULL	NULL	NULL
04-CA-145862	Trump Entertainment Resorts, Inc. Trump Entertainment Resorts Holdings, L.P., Trump Plaza Association, LLC, Trump N	CA	Closed	2/3/2015	3/19/2018	2	Withdrawal Adjuste	NULL	NULL	NULL
04-CA-145872	Trump Entertainment Resorts, Inc. Trump Entertainment Resorts Holdings, L.P., Trump Plaza Association, LLC, Trump N	CA	Closed	2/3/2015	3/19/2018	2	Withdrawal Adjuste	NULL	NULL	NULL
04-CA-145877	Trump Entertainment Resorts, Inc. Trump Entertainment Resorts Holdings, L.P., Trump Plaza Association, LLC, Trump N	CA	Closed	2/3/2015	4/29/2015	2	Withdrawal Non-adjus	NULL	NULL	NULL
04-CA-145895	Trump Entertainment Resorts, Inc. Trump Entertainment Resorts Holdings, L.P., Trump Plaza Association, LLC, Trump N	CA	Closed	2/3/2015	3/19/2018	2	Withdrawal Adjuste	NULL	NULL	NULL
04-CA-145705	Trump Entertainment Resorts, Inc. Trump Entertainment Resorts Holdings, L.P., Trump Plaza Association, LLC, Trump N	CA	Closed	2/3/2015	4/29/2015	2	Withdrawal Non-adjus	NULL	NULL	NULL
04-CA-145771	Trump Entertainment Resorts, Inc. Trump Entertainment Resorts Holdings, L.P., Trump Plaza Association, LLC, Trump N	CA	Closed	2/3/2015	3/19/2018	2	Withdrawal Adjuste	NULL	NULL	NULL
04-CA-145734	Trump Entertainment Resorts, Inc. Trump Entertainment Resorts Holdings, L.P., Trump Plaza Association, LLC, Trump N	CA	Closed	2/3/2015	3/13/2015	2	Withdrawal Non-adjus	NULL	NULL	NULL
10-CA-145778	Three Burgers LLC d/b/a McDonald's and McDonald's USA, LLC, Joint employers	CA	Closed	2/5/2015	2/26/2015	2	Withdrawal Non-adjus	NULL	NULL	NULL
13-CA-145869	6336 S. Ashland McDonald's and McDonald's USA, LLC, Joint employers	CA	Closed	2/5/2015	NULL	2	NULL	NULL	NULL	NULL
13-CA-145892	Seven MCD, Inc. d/b/a McDonald's and McDonald's USA, LLC, Joint employers	CA	Open	2/9/2015	2/24/2015	3	Informal Settlement	NULL	NULL	NULL
04-CA-146101	LI-Jordan Enterprises d/b/a McDonald's, and/or (2) Jo-Dan Madalisse d/b/a McDonald's and (3) McDonald's USA, LLC	CA	Closed	2/9/2015	4/24/2018	3	Informal Settlement	NULL	NULL	NULL
04-CA-146147	Albucemy Family, P d/b/a McDonald's, a Franchisee of McDonald's USA LLC, and J. McDonald's USA, LLC as Joint Emp	CA	Closed	2/9/2015	1/13/2016	3	Informal Settlement	NULL	NULL	NULL
07-CA-146172	Albucemy Service, Inc. and Total Armored Car Services, Inc. Joint Employers	CA	Closed	2/9/2015	3/18/2015	3	Withdrawal Non-adjus	NULL	NULL	NULL
18-CA-146328	OLD TOWNE GLASS COMPANY AND ITS ALTER-EGO SEE BEE GLASS INC., AS A SINGLE OR JOINT EMPLOYER WITH HUB P	CA	Closed	2/12/2015	2/25/2015	3	Dismissal Non-adjus	NULL	NULL	NULL
08-CA-146447	University of Cleveland Preparatory School and TCM Schools, Joint and/or Single Employers	CA	Closed	2/17/2015	10/15/2015	1	Dismissal Non-adjus	NULL	NULL	NULL
28-CA-146576	RIT Corp. d/b/a McDonald's and McDonald's USA LLC as joint employer	CA	Closed	2/18/2015	NULL	3	NULL	NULL	8/13/2015	NULL
15-CA-146672	Century Management, LLC d/b/a McDonald's and McDonald's USA, LLC as joint or single employer	CA	Open	2/19/2015	7/24/2015	3	Dismissal Non-adjus	NULL	NULL	NULL
06-CA-146674	Rice Enterprises, Inc. and McDonald's Franchisee, and McDonald's USA LLC, Joint Employers	CA	Closed	2/19/2015	6/25/2015	3	Dismissal Non-adjus	NULL	NULL	NULL
06-CA-146771	Superior Security and Investigations of Shawnee, Inc. (SSI), and Safety and Security Services, Inc. (SSSI), Joint Employers	CA	Closed	2/20/2015	4/15/2015	2	Withdrawal Adjuste	NULL	NULL	NULL
14-CA-146809	King's Management Co., Inc. a McDonald's Franchisee, and McDonald's USA, LLC, Joint Employers	CA	Closed	2/24/2015	7/10/2015	2	Dismissal Non-adjus	NULL	NULL	NULL
14-CA-146884	King's Management Co., Inc. a McDonald's Franchisee, and McDonald's USA, LLC, Joint Employers	CA	Open	2/24/2015	NULL	2	NULL	NULL	NULL	NULL
14-CA-146887	Stram Engineering of Florida, Inc. and Bath Iron Works Corp., a subsidiary of General Dynamics Corp., as Joint Employers	CA	Closed	2/25/2015	6/11/2015	1	Withdrawal Adjuste	NULL	NULL	NULL
01-CA-147011	TAYLOR FARMS PACIFIC, INC., ABEL MENDOZA, INC., SLINGSHOT CONNECTIONS, LLC, TAYLOR FARMS PACIFIC, INC. AND	CA	Closed	2/26/2015	5/18/2016	3	Withdrawal Adjuste	NULL	NULL	NULL
13-CA-147150	McDonald's USA/Joint Employers	CA	Open	2/26/2015	NULL	1	NULL	NULL	NULL	NULL
02-CA-147174	Cherie Foods Corp. d/b/a McDonald's, located at 600 W. 125th Street, New York, NY 10027 & McDonald's USA LLC, Or	CA	Closed	2/27/2015	6/29/2015	3	Withdrawal Non-adjus	NULL	NULL	NULL
20-CA-147317	Golden Arch Enterprises, Inc., a McDonald's Franchisee, and McDonald's USA, LLC, as Joint Employers	CA	Closed	2/27/2015	11/28/2017	3	Informal Settlement	NULL	NULL	NULL
12-CA-147323	BDE Florida, LLC d/b/a Taco Bell and Modern Business Associates, Joint Employers	CA	Closed	3/2/2015	4/15/2016	3	Dismissal Adjusted	NULL	NULL	NULL
19-CA-147381	Burra Hotels LLC & Burra Metals LLC, joint employers d/b/a Burra Quality Inn & Suites	CA	Closed	3/2/2015	4/5/2016	2	Withdrawal Adjuste	NULL	NULL	NULL
13-CA-147394	PMIA MCD, Inc., d/b/a McDonald's, 5500 W. Central Rd., Ceresco, IL, and McDonald's USA, LLC, Joint Employers	CA	Closed	3/2/2015	5/30/2018	2	Informal Settlement	NULL	NULL	NULL
03-CA-147630	RAIP Dev. McDonald Transis, LLC, d/b/a RDMT, LLC, and Midtown Personnel, Inc., d/b/a The Midtown Group (Joint En	CA	Closed	3/4/2015	3/2/2016	3	Informal Settlement	NULL	NULL	NULL
20-CA-147639	MazT Inc. d/b/a McDonald's and McDonald's USA LLC as Joint Employers	CA	Closed	3/5/2015	4/27/2015	2	Withdrawal Non-adjus	NULL	NULL	NULL
15-CA-147655	Chandikam, LLC, d/b/a Days Inn and Suites and Days Inn and Suites, as joint or single employer	CA	Closed	3/6/2015	11/20/2015	3	Informal Settlement	NULL	NULL	NULL
31-CA-147711	Joint Employer 1, VSE Corporation Joint Employer 2, Prime Tech International, Inc. (PTI)	CA	Closed	3/6/2015	5/27/2015	2	Withdrawal Adjuste	NULL	NULL	NULL
31-CA-147730	Joint Employer 1, VSE Corporation Joint Employer 2, Prime Tech International, Inc. (PTI)	CA	Closed	3/6/2015	5/27/2015	2	Withdrawal Adjuste	NULL	NULL	NULL
31-CA-147730	Joint Employer 1, VSE Corporation Joint Employer 2, Prime Tech International, Inc. (PTI)	CA	Closed	3/6/2015	5/27/2015	2	Withdrawal Adjuste	NULL	NULL	NULL
07-CA-147764	Parerra, LLC and Parerra Bread Company and Manna Development Group, LLC and Bread of Life, LLC d/b/a Parerra Bee	CA	Closed	3/9/2015	3/29/2017	3	Informal Settlement	NULL	NULL	NULL
28-CA-147819	Spring One Locating, LLC and Safe Mark's, LLC as Joint Employers	CA	Open	3/9/2015	NULL	3	NULL	NULL	NULL	NULL
04-CA-147984	CLP, Resource ala Contractors Labor Pool & True Blue Workforce Solutions Inc. as Joint Employers	CA	Closed	3/11/2015	5/28/2015	2	Dismissal Non-adjus	NULL	NULL	NULL
16-CA-148037	Don Miguel and Employee Solutions, as joint employer	CA	Closed	3/12/2015	4/17/2015	3	Withdrawal Non-adjus	NULL	NULL	NULL
32-CA-148056	Ed and Valerie Smith d/b/a McDonald's and McDonald's USA, LLC as Joint Employers	CA	Closed	3/12/2015	5/4/2015	1	Withdrawal Adjuste	NULL	NULL	NULL
25-CA-148022	TAPLIN INDUSTRIAL SERVICES, LLC, D/B/A TERRA CONTRACTING SERVICES, ALTER EGO AND/OR SINGLE INTEGRATED E	CA	Closed	3/16/2015	6/23/2015	2	Withdrawal Non-adjus	NULL	NULL	NULL
10-CA-148270	Three Burgers LLC d/b/a McDonald's and McDonald's USA, LLC as joint or single employer	CA	Closed	3/17/2015	5/8/2015	3	Dismissal Non-adjus	NULL	NULL	NULL
15-CA-148290	Century Management LLC d/b/a McDonald's and McDonald's USA, LLC as joint or single employer	CA	Closed	3/17/2015	5/8/2015	2	Dismissal Non-adjus	NULL	NULL	NULL
10-CA-148313	James Booth-JNS & X, Inc. d/b/a McDonald's & McDonald's Corp. as joint and single employers	CA	Closed	3/19/2015	8/26/2015	2	Dismissal Non-adjus	NULL	NULL	NULL
13-CA-148338	Lodions Holdings Sweden, Inc. d/b/a McDonald's and McDonald's USA, LLC, Joint Employers	CA	Closed	3/19/2015	8/26/2015	2	Dismissal Non-adjus	NULL	NULL	NULL
04-CA-148571	British Industrial Corporation (ICO), Sabino Corporation as joint employers or a single employer	CA	Open	3/20/2015	12/2/2016	3	NULL	NULL	6/7/2018	NULL
04-CA-148838	James Booth-JNS & X, Inc. d/b/a McDonald's & McDonald's USA, LLC, as joint and single employers	CA	Closed	3/20/2015	8/27/2015	3	Dismissal Non-adjus	NULL	NULL	NULL
13-CA-148867	Ume Umeusine, LLC & Ume Technologies, Inc., Joint Employers	CA	Closed	3/24/2015	8/19/2016	3	Informal Settlement	NULL	NULL	NULL
12-CA-148802	JHM Support Services and Florida Drawings, Inc., Alter Ego, Single Employer, and Joint Employers	CA	Closed	3/25/2015	5/8/2015	3	Withdrawal Non-adjus	NULL	NULL	NULL
18-CA-148846	Modern Maintenance Building Services, Inc. and Business Improvement District #21 as joint Employers	CA	Closed	3/26/2015	4/14/2015	3	Withdrawal Adjuste	NULL	NULL	NULL

31-CA-148779	St. Mary Medical Center and St. Joseph Health System as single and/or joint employer	CA	Closed	3/26/2015	11/6/2017	1 Informal Settlement	NULL	NULL	NULL
31-CA-149281	HyVie Food Group Pacific, Inc. and Select Staffing, Joint Employers	CA	Closed	3/30/2015	9/7/2015	Withdrawal Adjuste	NULL	NULL	NULL
31-CA-149288	Tacos 2000, Inc. and Taco Bell Comps. California corporations, Joint Employers of Charging Party	CA	Closed	3/31/2015	NULL	1 NULL	NULL	NULL	NULL
31-CA-149290	Taco 2000, Inc. Century Tacos, Inc., Pacific Coast Taco, Inc., Los Angeles West Taco, Inc. and Taco Bell Corp., California	CA	Open	3/31/2015	NULL	1 NULL	NULL	NULL	NULL
31-CA-149292	Taplin Industrial Services, LLC, and Terra Contracting, Joint Employers	CA	Closed	3/31/2015	8/11/2015	3 Withdrawal Adjuste	NULL	NULL	NULL
15-CA-149400	Di Michele Enterprises, Inc. and McDonald's USA, LLC, as Joint Employers	CA	Closed	4/1/2015	4/28/2015	2 Withdrawal Non-adjust	NULL	NULL	NULL
20-CA-148163	Preferred Building Services, Inc. and Rafael Ortiz d/b/a Orta Janitorial Services, Joint Employers	CA	Open	4/1/2015	NULL	3 NULL	9/9/2016	NULL	NULL
05-CA-149399	SVR Inc. d/b/a McDonald's & McDonald's Corp. as Joint and Single Employers	CA	Closed	4/2/2015	8/24/2015	2 Withdrawal Non-adjust	NULL	NULL	NULL
08-CA-149412	Walace Facilities Services & Arman, Joint Employers	CA	Closed	4/3/2015	5/20/2015	3 Withdrawal Adjuste	NULL	NULL	NULL
20-CA-149678	Maatz, Inc. d/b/a McDonald's and McDonald's USA, LLC, as Joint Employers	CA	Closed	4/6/2015	8/4/2015	3 Withdrawal Non-adjust	NULL	NULL	NULL
20-CA-149677	Maatz, Inc. d/b/a McDonald's and McDonald's USA, LLC, as Joint Employers	CA	Closed	4/6/2015	8/4/2015	3 Withdrawal Non-adjust	NULL	NULL	NULL
21-CA-149635	Purple Communications, Inc. and its Successor and Joint Employer CSDVRS, LLC d/b/a ZVRS	CA	Open	4/6/2015	NULL	3 NULL	NULL	NULL	NULL
14-CA-149718	Superior Security and Investigations Inc. of Shawnee (SSI) and Safety and Security Services, Inc. (SSSJ), Joint Employers	CA	Closed	4/7/2015	5/15/2015	2 Remissal Non-adjust	NULL	NULL	NULL
21-CA-149718	THE BAIKOVICH COMPANY AND ABM ON SITE SERVICES-WEST, INC. D/B/A ABM ENGINEERING SERVICES, AS JOINT EM	CA	Closed	4/7/2015	7/22/2015	2 Withdrawal Non-adjust	NULL	NULL	NULL
04-CA-149834	(1) McDonald's of Woodland Avenue, Ruidiser Singh Franchisee d/b/a McDonald's and (2) McDonald's USA, LLC as Jo	CA	Open	4/10/2015	NULL	2 NULL	NULL	NULL	NULL
03-CA-150011	Behm Management, LLC d/b/a McDonald's and McDonald's USA, LLC, as joint or single employers	CA	Closed	4/10/2015	6/30/2015	3 Withdrawal Non-adjust	NULL	NULL	NULL
02-CA-150048	Gerard Larrino, Owner, McDonald's located at 1133 Eastern Parkway, Brooklyn, NY 11211 & McDonald's USA LLC, On	CA	Closed	4/17/2015	8/31/2015	3 Withdrawal Adjuste	NULL	NULL	NULL
12-CA-150320	RW Installation Inc. RW Glazing Inc. as single/alter ego/joint employers and/or allies	CA	Closed	4/17/2015	7/11/2015	3 Remissal Non-adjust	NULL	NULL	NULL
18-CA-150265	Webb Van Brunt, Inc. a McDonald's Franchisee and McDonald's USA, LLC as Joint or Single Employer	CA	Open	4/17/2015	NULL	2 NULL	NULL	NULL	NULL
14-CA-150285	MIKE DARULA AND McDONALD'S USA, LLC, AS JOINT OR SINGLE EMPLOYERS	CA	Closed	4/20/2015	6/26/2015	3 Withdrawal Non-adjust	NULL	NULL	NULL
13-CA-150433	Tailormade Mcd, Inc. d/b/a McDonald's and McDonald's USA, LLC, Joint Employers	CA	Closed	4/21/2015	7/27/2015	2 Informal Settlement	8/24/2015	NULL	NULL
29-CA-150709	Verities Holdings LLC and Shinda Management Corporation, Joint Employers	CA	Closed	4/23/2015	12/18/2015	3 Informal Settlement	NULL	NULL	NULL
15-CA-150748	McDonald's Franchisee at 2465 U.S. 80 and McDonald's USA, LLC as Joint or Single Employer	CA	Closed	4/24/2015	5/20/2015	3 Withdrawal Non-adjust	NULL	NULL	NULL
02-CA-150854	Joint and/or single Employer, Approved Storage & Waste Hauling ("ASWH") and Future Healthcare Systems, Inc. ("FHS	CA	Closed	4/24/2015	7/13/2015	3 Withdrawal Adjuste	NULL	NULL	NULL
20-CA-150969	Requorate/Carbania/Twitter, as joint and/or single employers	CA	Closed	4/24/2015	7/13/2015	2 Withdrawal Non-adjust	NULL	NULL	NULL
28-CA-150984	RLT Corp. d/b/a McDonald's and McDonald's USA LLC as joint employer	CA	Closed	4/27/2015	10/13/2015	3 Informal Settlement	NULL	NULL	NULL
10-CA-151080	Aper Union Service Inc. and AdvanStaff, Inc., joint employers	CA	Open	4/27/2015	NULL	3 NULL	NULL	NULL	NULL
10-CA-151016	Bluefield Hospital Company, LLC, d/b/a Bluefield Regional Medical Center and its single and/or joint employer Commu	CA	Open	4/27/2015	NULL	3 NULL	NULL	NULL	NULL
10-CA-150997	DHSCE, LLC, d/b/a Affinity Medical Center, Greenbrier VMC, LLC, d/b/a Greenbrier Valley Medical Center, Community H	CA	Open	4/27/2015	8/14/2015	3 Withdrawal Non-adjust	NULL	NULL	NULL
02-CA-151043	Nonnamy Real Estate Partners D/B/A The Exchange, and UGZ LLC, individually and as joint employers	CA	Closed	4/28/2015	8/6/2015	3 Withdrawal Non-adjust	NULL	NULL	NULL
28-CA-151078	AGK Restaurants d/b/a McDonald's Restaurants and McDonald's USA LLC as joint/single Employer	CA	Closed	4/28/2015	5/12/2016	2 Informal Settlement	NULL	NULL	NULL
08-CA-151068	HEALTH CARE SERVICES GROUP, INC., d/b/a and/or joint Employer with RIDGEWOOD MANOR NURSING HOME	CA	Closed	4/29/2015	12/30/2015	2 Informal Settlement	NULL	NULL	NULL
37-CA-151170	Blk White Wall Holdings, Inc. (BWWH) and Mid-Atlantic HR, Inc. (MAHR), Joint Employers	CA	Closed	4/29/2015	6/9/2015	3 Withdrawal Non-adjust	NULL	NULL	NULL
05-CA-151613	SMT, Inc. d/b/a McDonald's & McDonald's Corporation as joint and single employers	CA	Closed	4/29/2015	10/15/2015	3 Withdrawal Non-adjust	NULL	NULL	NULL
15-CA-151512	Jan Jamour LLC d/b/a McDonald's & McDonald's Corp., as joint and single employers	CA	Closed	5/4/2015	10/15/2015	3 Withdrawal Non-adjust	NULL	NULL	NULL
12-CA-151442	RW Installations Inc. RW Glazing Inc. as single/alter ego/joint employers and/or allies	CA	Closed	5/4/2015	11/17/2015	3 Withdrawal Non-adjust	NULL	NULL	NULL
05-CA-151892	Holeman Enterprises d/b/a McDonald's & McDonald's Corp. as Joint and Single Employers	CA	Closed	5/6/2015	12/17/2015	2 Withdrawal Adjuste	NULL	NULL	NULL
13-CA-151797	McDonald's Restaurants of Illinois, Inc. and McDonald's USA, LLC, Joint Employers	CA	Closed	5/6/2015	12/21/2015	2 Withdrawal Non-adjust	NULL	NULL	NULL
02-CA-151712	Planned Companies and AAM Living Services and The Printing House West Village, as joint employers	CA	Closed	5/11/2015	6/18/2015	3 Withdrawal Adjuste	NULL	NULL	NULL
10-CA-151905	Best Operations, Inc. d/b/a McDonald's & McDonald's Corp., as Joint and Single Employers	CA	Closed	5/11/2015	5/13/2015	2 Withdrawal Non-adjust	NULL	NULL	NULL
18-CA-152072	SPECIALIST STAFFING SOLUTIONS, INC. DBA REAL STAFFING GROUP AND ALTER EGO FOR JOINT EMPLOYER WITH SI	CA	Closed	5/12/2015	7/23/2015	3 Withdrawal Adjuste	NULL	NULL	NULL
04-CA-152021	Trump Entertainment Resorts Inc., Trump Entertainment Resorts Holdings, L.P., Trump Plaza Associates, LLC, Trump M	CA	Closed	5/12/2015	3/19/2018	2 Withdrawal Adjuste	NULL	NULL	NULL
08-CA-152042	Integra Construction Services Ltd and Integra Excavating LLC, as alter ego of and/or joint employer with Integra Const	CA	Closed	5/18/2015	9/29/2015	1 Withdrawal Adjuste	NULL	NULL	NULL
07-CA-152511	MCM Staffing Hospitality, LLC, Ponchartraine Detroit Hotel LLC, Joint Employers d/b/a Crowne Plaza Hotel Detroit Com	CA	Closed	5/19/2015	6/18/2015	3 Withdrawal Non-adjust	NULL	NULL	NULL
07-CA-152529	MCM Staffing Hospitality, LLC, Ponchartraine Detroit Hotel LLC, Joint Employers d/b/a Crowne Plaza Hotel Detroit Com	CA	Closed	5/21/2015	6/18/2015	3 Withdrawal Non-adjust	NULL	NULL	NULL
07-CA-152856	MCM Staffing Hospitality, LLC, Ponchartraine Hotel LLC, Joint Employers d/b/a Crowne Plaza Hotel Detroit Convention C	CA	Closed	5/21/2015	7/13/2015	3 Remissal Non-adjust	NULL	NULL	NULL
12-CA-152696	RW Installation, Inc., RW Glazing, Inc. as Single/Ego/Joint Employers and/or Allies	CA	Closed	5/22/2015	6/11/2015	2 Withdrawal Adjuste	NULL	NULL	NULL
05-CA-152925	Green Leaf Systems, Inc. Dawey Commercial Grounds Management (Joint Employer)	CA	Closed	5/22/2015	7/13/2015	2 Withdrawal Adjuste	NULL	NULL	NULL
10-CA-152828	Paragon Systems, Inc. and Patronus Stems, Inc., a Joint Employer	CA	Closed	5/29/2015	7/23/2015	3 Remissal Non-adjust	NULL	NULL	NULL
09-CA-153233	KENTUCKY RIVER COMMUNITY CARE, INC. AND GO-HIRE EMPLOYMENT AND DEVELOPMENT, INC., JOINT EMPLOYERS	CA	Closed	5/29/2015	8/25/2015	3 Withdrawal Non-adjust	NULL	NULL	NULL
28-CA-153176	Principal Building Services, LLC & The New York Times Company, Joint Employers	CA	Closed	6/1/2015	7/19/2015	3 Remissal Non-adjust	NULL	NULL	NULL
25-CA-153170	SHAWAB HYDR AND McDONALD'S USA, LLC, AS JOINT OR SINGLE EMPLOYER	CA	Closed	6/1/2015	NULL	3 NULL	NULL	NULL	NULL
10-CA-153336	A.T.E.C./JSG BUILDERS, LLC, SINGLE EMPLOYER, JOINT EMPLOYERS, AND/OR AFTER	CA	Open	6/1/2015	NULL	3 NULL	NULL	NULL	NULL
31-CA-153304	Greenbrier, VMC, LLC d/b/a Greenbrier Valley Medical Center and its single and/or joint employer Community Health	CA	Open	6/1/2015	2/23/2017	3 Informal Settlement	NULL	NULL	NULL
09-CA-153425	Hospital of Barstow Inc., d/b/a Barstow Community Hospital, Community Health Systems, Inc., and/or Community Hea	CA	Closed	6/3/2015	NULL	3 NULL	NULL	NULL	NULL
10-CA-153444	ALLSOURCE GLOBAL MANAGEMENT (AGM) AND LOCHHEAD MARTIN (LHM) AS JOINT EMPLOYERS	CA	Open	6/4/2015	7/22/2015	3 Remissal Non-adjust	NULL	NULL	NULL
04-CA-153779	Bluefield Hospital Company, LLC d/b/a Bluefield Regional Medical Center and its single and/or joint employer Commu	CA	Closed	6/5/2015	7/22/2015	3 Remissal Non-adjust	NULL	NULL	NULL
08-CA-153759	Edens Transit LLC and Southeastern Pennsylvania Transportation Authority (SEPTA) as joint employers	CA	Open	6/8/2015	8/28/2015	2 NULL	NULL	NULL	NULL
02-CA-153748	DHSCE, LLC d/b/a Affinity Medical Center, Community Health Systems, Inc., and/or Community Health Systems Profess	CA	Closed	6/9/2015	8/28/2015	2 Withdrawal Non-adjust	NULL	NULL	NULL
05-CA-153794	Monian Leaf Services and 100 John Mazal LLC as Joint Employers	CA	Closed	6/9/2015	7/13/2015	3 Withdrawal Non-adjust	NULL	NULL	NULL
05-CA-153985	Green Leaf Services, Inc. Dawey Commercial Grounds Management (Joint Employer)	CA	Closed	6/10/2015	8/19/2016	2 Withdrawal Adjuste	NULL	NULL	NULL
20-CA-154052	St. Joseph Hospital - Eureka and St. Joseph Health System, d/b/a St. Joseph Health, a single and/or joint employer	CA	Closed	6/10/2015	7/13/2015	2 Withdrawal Adjuste	NULL	NULL	NULL
03-CA-153939	Detrick of East Anheuser Corp d/b/a McDonald's & McDonald's USA LLC as Joint Employer	CA	Closed	6/11/2015	7/13/2015	3 Withdrawal Non-adjust	NULL	NULL	NULL
20-CA-154158	Pakon, Inc. as joint and/or single employer with Diyavilla, Inc. d/b/a Dyanmonte Post Acute Care Center	CA	Closed	6/11/2015	12/14/2016	2 Informal Settlement	11/24/2015	NULL	NULL
07-CA-154061	Preyde One, LLC and Eastwood, LLC as Joint Employers	CA	Open	6/11/2015	7/16/2015	3 NULL	NULL	NULL	NULL
29-CA-153947	Verities Holdings LLC and Shinda Management, as joint employers	CA	Open	6/12/2015	7/16/2015	3 Withdrawal Non-adjust	NULL	NULL	NULL
20-CA-154187	Pakon, Inc. as joint and/or single employer with Diyavilla, Inc. d/b/a Dyanmonte Post Acute Care Center	CA	Closed	6/12/2015	2/4/2016	3 Withdrawal Non-adjust	NULL	NULL	NULL
03-CA-154549	Central New York Electrical Contractors, Inc. and Coreplay, Inc., Joint Employers	CA	Closed	6/22/2015	7/23/2016	2 Withdrawal Non-adjust	NULL	NULL	NULL
07-CA-154683	Detrick 50790/Anheuser, Inc. (Joint Employers)	CA	Closed	6/22/2015	11/24/2015	2 Withdrawal Adjuste	NULL	NULL	NULL
07-CA-154664	Meijer, Inc. and Offertbase, Inc., Joint Employers	CA	Closed	6/23/2015	3/7/2016	3 Informal Settlement	NULL	NULL	NULL
12-CA-154839	RW Installation, Inc., RW Glazing, Inc. as single/alter ego/joint employers and/or allies	CA	Closed	6/25/2015	NULL	3 Informal Settlement	NULL	NULL	NULL

05-CA-155004	Communicare Health Services and Healthcare Services Group, Joint Employers	CA	Closed	6/26/2015	9/30/2015	2	Withdrawal Adjuste	NULL	NULL	NULL
04-CA-155155	Miller Brothers Staffing Solutions (MBS) and REMCO, Inc. as Joint Employers	CA	Closed	6/29/2015	7/14/2016	3	Informal Settlement	NULL	NULL	NULL
28-CA-155132	Offshore Investment Group d/b/a McDonald's Restaurant and McDonald's USA LLC as Joint/Sole Employer	CA	Closed	6/29/2015	9/28/2015	2	Withdrawal Non-adjust	NULL	NULL	NULL
20-CA-155164	Queen of the Valley Medical Center and St. Joseph Health System, d/b/a St. Joseph Health, a single and/or joint employer	CA	Closed	6/29/2015	8/29/2016	2	Withdrawal Adjuste	NULL	NULL	NULL
18-CA-155111	SDMA ALLIANCE, AS SINGLE EMPLOYER OR JOINT EMPLOYER WITH McDONALD'S USA, LLC	CA	Closed	7/1/2015	9/29/2015	2	Informal Settlement	NULL	NULL	NULL
20-CA-155137	SPFA Alliance Hospital Services, d/b/a Praterluma Valley Hospital and St. Joseph Health System, d/b/a St. Joseph Health,	CA	Closed	7/1/2015	11/6/2017	1	Informal Settlement	NULL	NULL	NULL
31-CA-155159	St. Mary Medical Center and St. Joseph Health System, d/b/a St. Joseph Health, a single and/or joint employer	CA	Closed	7/1/2015	7/17/2015	2	Withdrawal Adjuste	NULL	NULL	NULL
06-CA-155137	Essex NLI, Inc. d/b/a McDonald's, and McDonald's USA LLC, Joint Employers	CA	Closed	7/1/2015	3/29/2016	2	Informal Settlement	NULL	NULL	NULL
06-CA-155450	Essex Healthcare - Weynesburg, LLC, d/b/a Southwest Regional Medical Center and Regional Care Hospital partners,	CA	Closed	7/1/2015	8/31/2015	3	Informal Settlement	NULL	NULL	NULL
06-CA-155450	The Pittsburgh Cultural Trust and African American Cultural Center, Joint Employer	CA	Closed	7/1/2015	11/24/2015	3	Informal Settlement	NULL	NULL	NULL
15-CA-155710	Marini's Electric Service, Inc. and Tradesmen International, LLC, Joint Employers, d/b/a Marvin Electric	CA	Closed	7/13/2015	9/30/2015	3	Withdrawal Adjuste	NULL	NULL	NULL
05-CA-155887	The George Washington University and Aramark Management Services, Limited Partnership, Joint Employers	CA	Closed	7/13/2015	9/3/2015	2	Informal Settlement	NULL	NULL	NULL
27-CA-155819	University of Denver and Aramark, as joint employers	CA	Closed	7/14/2015	9/3/2015	2	Informal Settlement	NULL	NULL	NULL
20-CA-156084	Prison, Inc. as joint and/or single employer with Dynex, Inc. d/b/a Dynamonte Post Acute Care Center	CA	Closed	7/14/2015	9/3/2015	2	Informal Settlement	NULL	NULL	NULL
20-CA-156117	Prison, Inc. as joint and/or single employer with Dynex, Inc. d/b/a Dynamonte Post Acute Care Center	CA	Closed	7/15/2015	9/3/2015	2	Informal Settlement	NULL	NULL	NULL
04-CA-156043	Verizon Pennsylvania Inc.; Verizon Services Corp.; Verizon Corporate Services Corp.; and Verizon Communications Inc.,	CA	Open	7/15/2015	7/15/2015	2	NULL	NULL	NULL	NULL
05-CA-156043	Verizon Washington, D.C., Inc.; Verizon Maryland, Inc.; Verizon Virginia, Inc.; Verizon Services Corp.; Verizon Advanced	CA	Closed	7/17/2015	7/28/2016	3	Informal Settlement	NULL	NULL	NULL
31-CA-156289	Hilton El Segundo, LLC d/b/a Hilton Garden Inn El Segundo and StaySafe Staffing Inc. d/b/a Horizon Person	CA	Closed	7/20/2015	3/11/2016	3	Informal Settlement	NULL	NULL	NULL
31-CA-156290	Hilton Garden Inn El Segundo, LLC d/b/a Hilton Garden Inn El Segundo and StaySafe Staffing Inc. d/b/a Horizon Person	CA	Closed	7/21/2015	10/30/2015	2	Withdrawal Adjuste	NULL	NULL	NULL
07-CA-156320	HHFS Employment Company, LLC and Resource Management, Inc., Joint Employers	CA	Closed	7/21/2015	3/19/2018	2	Withdrawal Adjuste	NULL	NULL	NULL
04-CA-156494	Trump Entertainment Resorts, Inc. Trump Entertainment Resorts Holdings, L.P., Trump Plaza Associates, LLC, Trump N	CA	Closed	7/21/2015	3/19/2018	2	Withdrawal Adjuste	NULL	NULL	NULL
04-CA-156494	Trump Entertainment Resorts, Inc. Trump Entertainment Resorts Holdings, L.P., Trump Plaza Associates, LLC, Trump N	CA	Closed	7/21/2015	3/19/2018	2	Withdrawal Adjuste	NULL	NULL	NULL
04-CA-156502	Trump Entertainment Resorts, Inc. Trump Entertainment Resorts Holdings, L.P., Trump Plaza Associates, LLC, Trump N	CA	Closed	7/21/2015	3/19/2018	2	Withdrawal Adjuste	NULL	NULL	NULL
14-CA-156502	Trump Entertainment Resorts, Inc. Trump Entertainment Resorts Holdings, L.P., Trump Plaza Associates, LLC, Trump N	CA	Closed	7/21/2015	3/19/2018	2	Withdrawal Adjuste	NULL	NULL	NULL
04-CA-156495	Trump Entertainment Resorts, Inc. Trump Entertainment Resorts Holdings, L.P., Trump Plaza Associates, LLC, Trump N	CA	Closed	7/21/2015	3/19/2018	2	Withdrawal Adjuste	NULL	NULL	NULL
07-CA-156674	Lakehouse Reiman JV LLC and LGC Global Inc. after egos, joint employers and single employer	CA	Open	7/22/2015	7/22/2015	3	NULL	NULL	NULL	NULL
18-CA-156761	Verizon New York, Inc. Empire City Subway Company (Limited), Verizon Avenue Corp., Verizon Advanced Data Inc., Ve	CA	Open	7/24/2015	9/14/2015	3	Informal Settlement	NULL	NULL	NULL
09-CA-156726	ALLSOURCE GLOBAL MANAGEMENT (AGM) AND LOCKHEED MARTIN (LHM) AS JOINT EMPLOYERS	CA	Closed	7/27/2015	11/20/2015	1	NULL	NULL	NULL	NULL
10-CA-156773	Bluefield Hospital Company, LLC d/b/a Bluefield Regional Medical Center and its single and/or joint employer Commu	CA	Closed	7/27/2015	6/7/2016	3	Informal Settlement	NULL	NULL	NULL
15-CA-156796	Century Management LLC d/b/a McDonald's and McDonald's USA, LLC, Joint Employers	CA	Open	7/27/2015	7/27/2015	3	NULL	NULL	NULL	NULL
08-CA-156718	Integra Construction Services Ltd and Integra Escalating LLC, an alter ego of and/or joint employer with Integra Const	CA	Closed	7/27/2015	10/9/2015	1	Withdrawal Adjuste	NULL	NULL	NULL
04-CA-156950	Trump Entertainment Resorts, Inc. Trump Entertainment Resorts Holdings, L.P., Trump Plaza Associates, LLC, Trump N	CA	Closed	7/28/2015	3/19/2018	2	Withdrawal Adjuste	NULL	NULL	NULL
04-CA-156908	Trump Entertainment Resorts, Inc. Trump Entertainment Resorts Holdings, L.P., Trump Plaza Associates, LLC, Trump N	CA	Closed	7/28/2015	3/19/2018	2	Withdrawal Adjuste	NULL	NULL	NULL
04-CA-156986	Trump Entertainment Resorts, Inc. Trump Entertainment Resorts Holdings, L.P., Trump Plaza Associates, LLC, Trump N	CA	Closed	7/28/2015	3/19/2018	2	Withdrawal Adjuste	NULL	NULL	NULL
04-CA-156985	Trump Entertainment Resorts, Inc. Trump Entertainment Resorts Holdings, L.P., Trump Plaza Associates, LLC, Trump N	CA	Closed	7/28/2015	3/19/2018	2	Withdrawal Adjuste	NULL	NULL	NULL
04-CA-156988	Trump entities, LLC, Trump Entertainment Resorts Development Company, LLC, TER Development Co., LLC, TERLP Inc	CA	Closed	7/28/2015	3/19/2018	2	Withdrawal Adjuste	NULL	NULL	NULL
18-CA-156928	Kelly Services and Ingram Inc. as Joint Employers	CA	Closed	7/29/2015	7/11/2016	3	Informal Settlement	NULL	NULL	NULL
15-CA-157077	Century Management LLC d/b/a McDonald's and McDonald's USA, LLC, as joint or single employers	CA	Closed	7/30/2015	3/24/2017	3	Informal Settlement	NULL	NULL	NULL
03-CA-156992	Michell Enterprises, LLC d/b/a McDonald's and McDonald's USA, LLC, as joint or single employers	CA	Closed	7/30/2015	6/8/2016	3	Informal Settlement	NULL	NULL	NULL
01-CA-157443	Danjo Enterprises, Inc. d/b/a McDonald's and McDonald's USA, LLC, as joint or single employers	CA	Closed	7/30/2015	6/8/2016	3	Informal Settlement	NULL	NULL	NULL
05-CA-157432	Green Leaf Services, Inc. The Davey Tree Expert Company (Joint Employer)	CA	Open	8/1/2015	8/1/2015	2	NULL	NULL	NULL	NULL
09-CA-157288	THE RESERVES NETWORK, INC. AND MPS GROUP, INC. (Joint Employers)	CA	Closed	8/4/2015	6/28/2016	3	Informal Settlement	NULL	NULL	NULL
29-CA-157594	BA Baseball Co. LLC d/b/a Queens Ballpark Co. LLC and First Quality Maintenance, L.P. d/b/a Alliance Building Services	CA	Closed	8/5/2015	10/23/2015	2	Withdrawal Adjuste	NULL	NULL	NULL
13-CA-157467	Northwestern University and the National Collegiate Athletic Association as Joint Employers	CA	Closed	8/5/2015	9/28/2016	1	Withdrawal Adjuste	NULL	NULL	NULL
04-CA-157517	CLP Resources/Brendan Stanton Inc. Joint Employers	CA	Closed	8/6/2015	10/22/2015	3	Informal Settlement	NULL	NULL	NULL
29-CA-157510	Country Agency/da Creamery as Joint Employers	CA	Closed	8/6/2015	10/22/2015	3	Informal Settlement	NULL	NULL	NULL
03-CA-157538	Shorel Ventures LLC, d/b/a McDonald's & McDonald's USA, LLC, as joint and single employers	CA	Closed	8/14/2015	3/14/2016	2	Withdrawal Adjuste	NULL	NULL	NULL
06-CA-158031	Peoples Natural Gas and Peoples Service Company, LLC, a single and/or joint employer	CA	Closed	8/21/2015	3/17/2016	3	Informal Settlement	NULL	NULL	NULL
21-CA-158737	HAGGEN, INC. HAGGEN HOLDINGS, LLC; HAGGEN OPCO SOUTH, LLC AND HAGGEN HOLDINGS, LLC, DEBTOR IN POSSE	CA	Open	8/24/2015	11/16/2015	2	Withdrawal Adjuste	NULL	NULL	NULL
31-CA-158720	Century Fast Foods, Inc. a California corporation, Taco Bell Corp., a corporation of California, Joint Employers of Chur	CA	Closed	8/27/2015	11/25/2015	2	Withdrawal Adjuste	NULL	NULL	NULL
31-CA-158689	Sanders Clark & Co. d/b/a McDonald's & McDonald's USA LLC as Joint/Sole Employer	CA	Closed	8/27/2015	9/17/2015	1	Withdrawal Adjuste	NULL	NULL	NULL
01-CA-159036	GAS Regulated Security Solutions and Dominion Nuclear Power, Joint Employers	CA	Closed	8/27/2015	11/27/2015	3	Informal Settlement	NULL	NULL	NULL
04-CA-158990	New Wave People, Contemporary Telecom, as joint or single employer	CA	Closed	8/28/2015	12/15/2016	3	Informal Settlement	NULL	NULL	NULL
04-CA-158927	Trump Entertainment Resorts, Inc. Trump Entertainment Resorts Holdings, L.P., Trump Plaza Associates, LLC, Trump N	CA	Closed	8/28/2015	12/29/2016	3	Informal Settlement	NULL	NULL	NULL
31-CA-159135	Strategic Staffing Solutions and DirectTV, as a joint employer	CA	Closed	8/28/2015	11/6/2015	2	Informal Settlement	NULL	NULL	NULL
07-CA-159110	ZF Aute Omnes Mansville, LLC and FCA (US), LLC as joint employers	CA	Closed	8/31/2015	11/6/2015	2	Informal Settlement	NULL	NULL	NULL
04-CA-159122	Aerotek Horsesham PA Location/Aerotek Brothers Engineering as Joint Employers	CA	Closed	8/31/2015	11/6/2015	2	Informal Settlement	NULL	NULL	NULL
08-CA-159145	Aerotek York PA Location/Aerotek Horsesham PA Location/Cheran Electric Inc. as Joint Employers	CA	Closed	8/31/2015	11/6/2015	2	Informal Settlement	NULL	NULL	NULL
08-CA-159010	Allegheny Technologies Incorporated and its wholly owned subsidiaries Allegheny Ludlum Corporation and Allegheny	CA	Closed	9/3/2015	2/25/2016	1	Withdrawal Adjuste	NULL	NULL	NULL
08-CA-159047	ALLEGHENY TECHNOLOGIES INCORPORATED (ATI) AND STROM ENGINEERING CORPORATION (STROM) JOINT EMPLOYE	CA	Closed	9/3/2015	2/25/2016	1	Withdrawal Adjuste	NULL	NULL	NULL
20-CA-159477	SAC Ramirez Enterprises, Inc. d/b/a McDonald's of Laguna Creek and McDonald's USA, LLC, as joint employers	CA	Closed	9/3/2015	4/15/2016	3	Informal Settlement	NULL	NULL	NULL
15-CA-159434	American Federation of Teachers AFT-CIO, Calde Draining Project, a/b/a Red River United Organizing Project, and Re	CA	Closed	9/4/2015	4/15/2016	3	Informal Settlement	NULL	NULL	NULL
25-CA-159531	Allegheny Technologies Incorporated (ATI) and Strom Engineering Corporation (Strom), Joint Employers	CA	Open	9/8/2015	3/3/2016	2	Withdrawal Adjuste	NULL	NULL	NULL
31-CA-159659	Pacific Harvest, Inc./Apo, Inc., as joint employer	CA	Open	9/9/2015	NULL	2	NULL	NULL	NULL	NULL
31-CA-159657	Pacific Harvest, Inc./Apo, Inc., as joint employer/United Staffing Associates, LLC, as joint employers	CA	Open	9/9/2015	NULL	1	NULL	NULL	NULL	NULL
21-CA-159847	LONG BEACH JOB CORPS., AND/OR ODLE MANAGEMENT GROUP, AS A SINGLE AND/OR JOINT EMPLOYER	CA	Closed	9/11/2015	11/18/2015	2	Withdrawal Non-adjust	NULL	NULL	NULL

02-CA-160049	Laurino Enterprises d/b/a McDonalds 1883 Atlantic Avenue Brooklyn NY 11238 & McDonalds USA LLC One McDonalds	CA	Open	9/14/2015	NULL	3	NULL	NULL	NULL	NULL	NULL
05-CA-160012	Service Employees International Union and Service Employees International Union National Industry Pension Fund, a	CA	Closed	9/14/2015	1/14/2016	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
10-CA-160066	James W. Smith d/b/a McDonalds & McDonald's Corp., as Joint and Single Employers	CA	Closed	9/16/2015	10/19/2015	3	Withdrawal Adjust	NULL	NULL	NULL	NULL
05-CA-160014	Main Building Maintenance/NAK, Inc./US Services, Joint Employers	CA	Closed	9/16/2015	10/19/2015	3	Withdrawal Adjust	NULL	NULL	NULL	NULL
07-CA-160032	Stafford Transport of Michigan, and/or its single/joint employer/alter ego Custom Ecology, Inc. (CEI), B.J. Bear Grain Co	CA	Closed	9/21/2015	12/10/2015	2	Dismissal Non-adjust	NULL	NULL	7/27/2016	NULL
20-CA-160033	Sutter Health, acting through and with certain of its wholly-controlled affiliated entities, as single and/or joint employer	CA	Closed	9/22/2015	11/30/2016	2	Dismissal Non-adjust	NULL	NULL	NULL	NULL
15-CA-160064	Brook Services, LLC and O&A (Joint Employers)	CA	Closed	9/22/2015	12/29/2016	2	Dismissal Non-adjust	NULL	NULL	NULL	NULL
07-CA-160028	Liberty Food Service, Inc., and Laver Food Services, Inc., as Joint Employers	CA	Closed	9/23/2015	2/19/2016	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
24-CA-160013	Long's Management Co., Inc., a McDonald's franchise and McDonald's USA, LLC as joint or single employer	CA	Closed	9/23/2015	NULL	3	NULL	NULL	NULL	NULL	NULL
32-CA-160013	Browning-Ferris Industries of California, Inc., d/b/a BFI Newby Island Recycle and PPH-II, LLC, d/b/a Leadpoint Busine	CA	Closed	9/25/2015	3/3/2016	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
28-CA-160791	Post Transportation, LLC and Uber Technologies, Inc., Joint Employers	CA	Closed	9/28/2015	1/26/2018	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
31-CA-160950	OT Management d/b/a Doubletree by Hilton Ontario Airport Hotel and Extreme Services, Inc., a joint employer	CA	Closed	9/28/2015	1/26/2018	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
31-CA-160946	OT Management d/b/a Doubletree by Hilton Ontario Airport Hotel and Extreme Services, Inc., a joint employer	CA	Closed	9/28/2015	1/26/2018	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
31-CA-160946	OT Management d/b/a Doubletree by Hilton Ontario Airport Hotel and Extreme Services, Inc., a joint employer	CA	Closed	9/28/2015	1/26/2018	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
31-CA-160953	OT Management d/b/a Doubletree by Hilton Ontario Airport Hotel and Extreme Services, Inc., a joint employer	CA	Closed	9/29/2015	8/22/2016	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
31-CA-161136	Pacific Harvest, Inc./Apo, Inc. as joint employer	CA	Open	9/29/2015	NULL	2	NULL	NULL	NULL	NULL	NULL
31-CA-160959	Ridgewood Health Care Center, Inc. and Ridgewood Health Services, Inc., Joint Employers	CA	Closed	10/1/2015	7/11/2016	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
28-CA-161170	Ingstream Inc. and Kelly Services as joint employers	CA	Closed	10/6/2015	10/22/2015	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
20-CA-161480	MAZT, Inc. d/b/a McDonald's and McDonald's USA, LLC, as Joint Employers	CA	Closed	10/6/2015	10/22/2015	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
20-CA-161985	S&C Ramirez Enterprises, Inc. d/b/a McDonald's of Laguna Creek and McDonald's USA, LLC, as Joint Employers	CA	Closed	10/9/2015	11/24/2017	2	Dismissal Non-adjust	NULL	NULL	NULL	NULL
20-CA-161990	S&C Ramirez Enterprises, Inc. d/b/a McDonald's of Laguna Creek and McDonald's USA, LLC, as Joint Employers	CA	Closed	10/9/2015	11/24/2017	2	Dismissal Non-adjust	NULL	NULL	NULL	NULL
07-CA-161653	Zach Hart Agency, LLC and American Income Life Insurance Company, Joint Employers	CA	Closed	10/9/2015	10/7/2016	2	Dismissal Non-adjust	NULL	NULL	NULL	NULL
08-CA-161682	Allegheny Technologies Incorporated and its wholly owned subsidiaries Allegheny Ludlum Corporation and Allegheny	CA	Closed	10/13/2015	3/3/2016	2	Dismissal Non-adjust	NULL	NULL	NULL	NULL
32-CA-161770	Sunshine and Timber Products Company, as single and/or joint employers and/or alter egos	CA	Closed	10/13/2015	11/17/2015	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
05-CA-162026	MAXIMUS and AQUIN Management Group, joint employers	CA	Closed	10/14/2015	12/30/2015	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
31-CA-161563	Pacific Harvest, Inc./Apo, Inc., as joint employer	CA	Open	10/14/2015	NULL	2	NULL	NULL	NULL	NULL	NULL
31-CA-161560	Pacific Harvest, Inc./Apo, Inc., as joint employer	CA	Open	10/14/2015	NULL	2	NULL	NULL	NULL	NULL	NULL
08-CA-162121	Northeast Ohio Preparatory School; University of Cleveland Preparatory School; and K&M Schools, Joint and/or Single	CA	Closed	10/19/2015	1/18/2017	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
31-CA-162146	Pacific Harvest, Inc./Apo, Inc., as joint employer	CA	Closed	10/19/2015	4/29/2016	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
31-CA-162450	Pacific Harvest, Inc./Apo, Inc., as joint employer	CA	Open	10/19/2015	NULL	3	NULL	NULL	NULL	NULL	NULL
31-CA-162454	Pacific Harvest, Inc./Apo, Inc., as joint employer	CA	Open	10/19/2015	NULL	3	NULL	NULL	NULL	NULL	NULL
19-CA-162186	Boysert Village and Radiant-In-Home Care, alter egos and/or single employer and/or integrated enterprise and/or joint	CA	Closed	10/20/2015	1/16/2016	2	Dismissal Non-adjust	NULL	NULL	NULL	NULL
15-CA-162288	Century Management LLC d/b/a McDonald's and McDonald's USA, LLC as joint or single employer	CA	Closed	10/20/2015	1/16/2016	2	Dismissal Non-adjust	NULL	NULL	NULL	NULL
20-CA-162347	Castle Systems & L3 Com, Joint or Single Employers	CA	Closed	10/20/2015	4/29/2016	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
07-CA-162139	Liberty Food Service, Inc. and Laver Food Services Inc., Joint Employers	CA	Closed	10/20/2015	2/29/2016	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
06-CA-162305	Mag-Nik, Inc. d/b/a McDonald's, and McDonald's USA, LLC, joint employers	CA	Closed	10/20/2015	6/12/2016	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
06-CA-162351	Rice Enterprises, LLC, d/b/a McDonald's USA, and McDonald's USA, as a joint or single employer	CA	Closed	10/21/2015	6/10/2016	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
01-CA-162411	PROVIDENCE HR LLC d/b/a RENAISSANCE PROVIDENCE DOWNTOWN HOTEL and TPG HOSPITALITY, INC., AN AFFIL	CA	Closed	10/21/2015	11/2/2016	2	Dismissal Non-adjust	NULL	NULL	NULL	NULL
04-CA-162460	Watsonville Community Hospital and its single and/or joint employer; Community Health Systems, Inc., and/or its singl	CA	Closed	10/22/2015	11/12/2015	2	Dismissal Non-adjust	NULL	NULL	NULL	NULL
32-CA-162486	Watsonville Community Hospital and its single and/or joint employer; Community Health Systems, Inc., and/or its singl	CA	Closed	10/22/2015	11/12/2015	2	Dismissal Non-adjust	NULL	NULL	NULL	NULL
15-CA-162487	Jam Jamour d/b/a McDonald's & McDonald's Corp., as Joint and Single Employers	CA	Closed	10/23/2015	1/22/2016	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
31-CA-162497	United Staffing Associates, and Pacific Harvest, Inc., as Joint Employer and Apo, Inc., as Joint Employer	CA	Open	10/23/2015	10/29/2015	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
03-CA-162728	Michell Enterprise, LLC d/b/a McDonald's & McDonald's USA LLC joint employer	CA	Closed	10/27/2015	10/29/2015	2	Dismissal Non-adjust	NULL	NULL	NULL	NULL
31-CA-162900	Pacific Harvest, Inc./Apo, Inc., as Joint Employer	CA	Open	10/28/2015	2/2/2016	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
31-CA-163363	HY-BRAND INDUSTRIAL CONTRACTORS AND BRANDT CONSTRUCTION CO., AS ALTER-EGOS AND/OR SINGLE EMPLOYER	CA	Closed	10/30/2015	2/2/2016	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
25-CA-163381	HY-BRAND INDUSTRIAL CONTRACTORS AND BRANDT CONSTRUCTION CO., AS ALTER-EGOS AND/OR SINGLE EMPLOYER	CA	Closed	10/30/2015	2/2/2016	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
25-CA-163381	HY-BRAND INDUSTRIAL CONTRACTORS AND BRANDT CONSTRUCTION CO., AS ALTER-EGOS AND/OR SINGLE EMPLOYER	CA	Closed	10/30/2015	2/2/2016	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
25-CA-163317	HY-BRAND INDUSTRIAL CONTRACTORS, LTD. AND BRANDT CONSTRUCTION CO., as alter-egos and/or single employers	CA	Open	10/30/2015	NULL	3	NULL	NULL	NULL	NULL	NULL
25-CA-163317	HY-BRAND INDUSTRIAL CONTRACTORS, LTD. AND BRANDT CONSTRUCTION CO., as alter-egos and/or single employers	CA	Open	10/30/2015	NULL	3	NULL	NULL	NULL	NULL	NULL
25-CA-163317	HY-BRAND INDUSTRIAL CONTRACTORS, LTD. AND BRANDT CONSTRUCTION CO., as alter-egos and/or single employers	CA	Open	10/30/2015	NULL	3	NULL	NULL	NULL	NULL	NULL
25-CA-163397	HY-BRAND INDUSTRIAL CONTRACTORS, LTD. AND BRANDT CONSTRUCTION CO., as alter-egos and/or single employers	CA	Open	10/30/2015	NULL	3	NULL	NULL	NULL	NULL	NULL
25-CA-163398	HY-BRAND INDUSTRIAL CONTRACTORS, LTD. AND BRANDT CONSTRUCTION CO., as alter-egos and/or single employers	CA	Open	10/30/2015	NULL	3	NULL	NULL	NULL	NULL	NULL
25-CA-163414	HY-BRAND INDUSTRIAL CONTRACTORS, LTD. AND BRANDT CONSTRUCTION CO., as alter-egos and/or single employers	CA	Open	10/30/2015	NULL	3	NULL	NULL	NULL	NULL	NULL
16-CA-163351	Peruvian's Construction, LLC, RSI Contractors Ltd., and Span-Glass, Inc., as joint employers	CA	Closed	11/3/2015	12/2/2015	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
31-CA-163408	Pacific Harvest, Inc./Apo, Inc., as Joint Employer	CA	Open	11/4/2015	NULL	2	NULL	NULL	NULL	NULL	NULL
21-CA-163456	STEAMFITTERS & PIPEFITTERS LOCAL 250; PERFORMANCE MECHANICAL, INC.; CHEVRON AS JOINT EMPLOYERS	CA	Closed	11/4/2015	12/31/2015	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
02-CA-163470	(1) RUI Management Group Inc. and (2) Total Maintenance Solution, Inc., as joint employers	CA	Closed	11/5/2015	4/27/2016	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
15-CA-163468	American Federation of Teachers, AFL-CIO, Caddo Organizing Project A/Via a Red River Organizing Project, and R	CA	Closed	11/5/2015	2/24/2016	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
29-CA-163490	Hicksville Products Co., LLC d/b/a McDonald's USA LLC, as Joint or Single Employer	CA	Closed	11/5/2015	2/23/2016	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
25-CA-163376	HY-BRAND INDUSTRIAL CONTRACTORS, LTD. AND BRANDT CONSTRUCTION CO., as alter-egos and/or single employers	CA	Open	11/5/2015	NULL	3	NULL	NULL	NULL	NULL	NULL
25-CA-163372	HY-BRAND INDUSTRIAL CONTRACTORS, LTD. AND BRANDT CONSTRUCTION CO., as alter-egos and/or single employers	CA	Open	11/5/2015	NULL	3	NULL	NULL	NULL	NULL	NULL
31-CA-163615	DT Management LLC d/b/a Doubletree by Hilton Ontario Airport Hotel and Extreme Services, Inc., a joint employer	CA	Closed	11/6/2015	1/26/2018	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
06-CA-163631	African American Cultural Center and The Pittsburgh Cultural Trust; Joint Employers	CA	Closed	11/9/2015	2/20/2016	2	Dismissal Non-adjust	NULL	NULL	NULL	NULL
19-CA-164138	Delta Western and North Star Petroleum, Joint Employers	CA	Closed	11/9/2015	12/9/2015	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
21-CA-164148	FOX RESTAURANT CONCEPTS LLC, AND F&C TRUE FOOD SOUV LLC, AS JOINT EMPLOYERS	CA	Closed	11/17/2015	3/30/2016	2	Dismissal Non-adjust	NULL	NULL	NULL	NULL
21-CA-164150	FOX RESTAURANT CONCEPTS LLC, AND F&C TRUE FOOD SOUV LLC, AS JOINT EMPLOYERS	CA	Closed	11/17/2015	6/14/2016	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
29-CA-164658	Sweeten Union Square, LLC and Key Food Stores Co-Operative, Inc., joint employers	CA	Open	11/12/2015	NULL	3	NULL	2/9/2018	NULL	NULL	NULL
31-CA-164241	Artina Films, Inc., Nocturnal Animals Productions Inc., a Single/joint Employer	CA	Closed	11/13/2015	4/28/2016	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
07-CA-164258	Enviromentals, LLC & Shanta Corporation d/b/a St. Anne's Convent Center (Joint Employers)	CA	Closed	11/13/2015	4/5/2016	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
06-CA-164271	Allegheny Technologies Incorporated and Strom Engineering Corporation, Joint Employers	CA	Closed	11/16/2015	3/27/2016	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
20-CA-164622	Trump Entertainment Resorts, Inc., Trump Entertainment Resorts Holdings, L.P., Trump Plaza Associates, LLC, Trump P	CA	Closed	11/16/2015	3/19/2018	3	Dismissal Non-adjust	NULL	NULL	NULL	NULL
20-CA-164693	Matson Navigation Company, Inc., Matson Alaska, Inc., Matson Navigation Company of Alaska, LLC, Matson, Inc., Hori	CA	Closed	11/18/2015	1/29/2016	2	Dismissal Non-adjust	NULL	NULL	NULL	NULL

20-CA-164435	Maton Navigation Company, Inc.; Maton Alaska, Inc.; Maton Navigation Company of Alaska, LLC; Matson, Inc.; Honi	CA	Closed	11/18/2015	1/29/2016	2	Withdrawal Non-adjus	NULL	NULL	NULL
29-CA-164509	Vanquish Contracting Corp., Vanquish Group Inc., NYC Building Services Inc., and HR Connect Employment Solutions, LLC	CA	Closed	11/18/2015	1/8/2016	3	Withdrawal Adjus	NULL	NULL	NULL
03-CA-164471	Derico of East Amherst Corp., A McDonald's Franchisee and McDonald's USA, LLC, Joint Employers	CA	Closed	11/19/2015	10/16/2017	3	Informal Settlement	NULL	NULL	NULL
08-CA-164606	Northeast Ohio Preparatory School; University of Cleveland Preparatory School; and ICAV Schools, Joint and/or Single	CA	Closed	11/20/2015	1/18/2017	3	Compliance w/BO	NULL	NULL	NULL
12-CA-164804	Coastal International Security, Inc., and COGAR Group, LTD., as joint employers	CA	Closed	11/23/2015	6/21/2018	3	Informal Settlement	NULL	NULL	NULL
25-CA-164941	HY-BRAND INDUSTRIAL CONTRACTORS, LTD. AND BRANDT CONSTRUCTION CO., as alter-egos and/or single employers	CA	Open	11/25/2015	NULL	3	NULL	NULL	NULL	NULL
25-CA-164945	HY-BRAND INDUSTRIAL CONTRACTORS, LTD. AND BRANDT CONSTRUCTION CO., as alter-egos and/or single employers	CA	Open	11/25/2015	2/24/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
19-CA-164990	Selland Auto Transport, Inc. or in the Alternative, Selland Auto Transport and Carrol Auto Transport as joint employers	CA	Closed	11/25/2015	6/7/2016	1	Informal Settlement	NULL	NULL	NULL
15-CA-165059	Clear Solutions, Inc., and Square Scrob, as individual and/or joint employers	CA	Closed	11/30/2015	NULL	2	NULL	NULL	NULL	NULL
13-CA-165168	Pacific Harvest, Inc./Aplo, Inc. as Joint Employer	CA	Open	12/1/2015	12/9/2016	2	Withdrawal Non-adjus	NULL	NULL	NULL
13-CA-165285	Lofton Holdings Four, LLC and McDonald's USA, LLC, joint employers	CA	Closed	12/2/2015	10/28/2016	3	Informal Settlement	NULL	NULL	NULL
07-CA-165332	Foster Blue Water Oil, LLC and Huron Employer Services, LLC, joint employers	CA	Closed	12/2/2015	3/28/2016	3	Withdrawal Adjus	NULL	NULL	NULL
02-CA-165403	Sovereign Partners, Troy Managers 3, LLC, single employer; joint employers and/or alter egos	CA	Closed	12/2/2015	3/13/2017	2	Informal Settlement	NULL	NULL	NULL
07-CA-165504	Brian Bono of Westchester, Inc., @ Empire City Casino, Yonkers Raceway and Westchester Hospitality Corporation, LLC	CA	Closed	12/3/2015	1/26/2018	3	Informal Settlement	NULL	NULL	NULL
31-CA-165640	OT Management LLC d/b/a Doubletree by Hilton Ontario Airport Hotel and Extreme Services, Inc., a joint employer	CA	Closed	12/3/2015	4/29/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
08-CA-165640	Stark Enterprises, Inc., Comet Management Services, Inc., and Payman Services, Inc. (single employer and/or joint emp	CA	Closed	12/3/2015	2/1/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
10-CA-165640	Ridgewood Health Care Center, Inc. and Ridgewood Health Services, Inc., joint employers	CA	Closed	12/4/2015	7/29/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
10-CA-165674	Ridgewood Health Care Center, Inc. and Ridgewood Health Services, Inc., joint employers	CA	Closed	12/7/2015	1/22/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
02-CA-165575	New York Stock Exchange & Intercontinental Exchange as joint employers	CA	Closed	12/8/2015	2/29/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
29-CA-165736	Vanquish Contracting Corp., Vanquish Group Inc., NYC Building Services Inc., and HR Connect Employment Solutions In	CA	Closed	12/9/2015	5/5/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
12-CA-165715	Con-way Freight Inc. and NPO Logistics, as single and joint employers	CA	Open	12/15/2015	NULL	3	NULL	NULL	NULL	NULL
04-CA-166030	Jo-Dan Magallise LTD, LLC d/b/a McDonald's, and McDonald's USA LLC, as a joint or single Employer	CA	Closed	12/16/2015	2/29/2016	3	Withdrawal Adjus	NULL	NULL	NULL
08-CA-166039	DHSC, LLC d/b/a Affinity Medical Center, Community Health Systems, Inc., and/or Community Health Systems Profess	CA	Closed	12/16/2015	3/7/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
28-CA-166234	Cognizant Technology Solutions U.S. Corporation and Regroute, Inc. as joint Employer	CA	Closed	12/16/2015	10/31/2017	2	Withdrawal Adjus	NULL	NULL	NULL
13-CA-166210	Joint employers, Pacific Corporation, and Lita Labor Services	CA	Closed	12/17/2015	NULL	3	NULL	NULL	NULL	NULL
07-CA-166493	EMM Management, LLC and Shanta Corporation d/b/a St. Anne's Conventual Center (joint employers)	CA	Closed	12/17/2015	12/28/2015	3	Withdrawal Non-adjus	NULL	NULL	NULL
07-CA-166283	Michigan Education Association and United Teachers of Flint, as joint employers	CA	Closed	12/17/2015	8/29/2016	2	Withdrawal Adjus	NULL	NULL	NULL
31-CA-166317	Pacific Harvest, Inc./Aplo, Inc. as joint Employer	CA	Open	12/17/2015	4/7/2017	2	Informal Settlement	NULL	NULL	NULL
11-CA-166451	L. W. Investment Company doing business as Waltpark LAX Garage and as Waltpark Express, and LR Century Airport	CA	Closed	12/21/2015	2/25/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
20-CA-166548	Reichow Memorial Hospital and St. Joseph Health System, d/b/a St. Joseph Health, a single and/or joint employer	CA	Closed	12/22/2015	2/25/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
29-CA-166542	Jacko Construction, Inc. d/b/a Secko Landscaping and Construction, and Elm General Construction, Corp., a single emp	CA	Closed	12/22/2015	2/25/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
02-CA-166795	New York Stock Exchange & Intercontinental Exchange as joint employers	CA	Closed	12/28/2015	2/16/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
04-CA-166685	Pinnacle & Clifford Construction - Kough Electric LLC as joint employers	CA	Closed	12/28/2015	9/22/2016	1	Withdrawal Non-adjus	NULL	NULL	NULL
10-CA-166853	Ridgewood Health Care Center, Inc. & Ridgewood Health Services, Inc., joint employers	CA	Closed	12/29/2015	2/16/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
04-CA-166750	Classic Staffing Services, Inc. & TEC Electrical Contracting as joint employers	CA	Closed	12/29/2015	2/22/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
18-CA-166860	DP & K Inc. d/b/a McDonalds USA & McDonalds USA LLC, as single or joint employer	CA	Closed	12/30/2015	2/10/2016	2	Withdrawal Non-adjus	NULL	NULL	NULL
07-CA-167097	Lahier Hills Care Center, Healthcare Services Group, Nescare Health, Joint Employers	CA	Closed	12/31/2015	3/1/2016	3	NULL	NULL	NULL	NULL
29-CA-167036	Silverstone Property Group, LLC, 62-60 99th Street Owner II LLC, and California Crown Energy Services, Inc. d/b/a Able	CA	Open	1/1/2016	NULL	3	NULL	NULL	NULL	NULL
10-CA-167319	100 Greaves Lane Meak LLC and Key Food Stores Co-Operative, Inc., joint employers	CA	Open	1/7/2016	NULL	3	NULL	NULL	NULL	NULL
29-CA-167327	1525 Albany Ave Meak LLC and Key Food Stores Co-Operative, Inc., joint employers	CA	Open	1/7/2016	NULL	3	NULL	NULL	NULL	NULL
29-CA-167402	HB 84 Food Corp. and Key Food Stores Co-Operative, Inc., joint employers	CA	Open	1/7/2016	NULL	3	NULL	NULL	NULL	NULL
29-CA-167254	JAR 259 Food Corp. and Key Food Stores Co-Operative, Inc., joint employers	CA	Open	1/7/2016	NULL	3	NULL	NULL	NULL	NULL
29-CA-167245	Seven Seas Union Square, LLC and Key Food Stores Co-Operative, Inc., joint employers	CA	Open	1/8/2016	3/12/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
29-CA-167890	14 East 47th St. LLC d/b/a McDonald and McDonalds USA LLC, One McDonalds Plaza Oak Brook IL, as joint or single E	CA	Closed	1/8/2016	2/22/2016	1	Informal Settlement	NULL	NULL	NULL
18-CA-167243	Midwest Manufacturing & Menard, Inc. as joint employers	CA	Closed	1/8/2016	2/17/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
20-CA-167499	Adams & Associates, Inc. and MILM, joint employers	CA	Closed	1/11/2016	10/19/2016	3	Withdrawal Adjus	NULL	NULL	NULL
29-CA-167336	Dan's Supreme Super Markets, Inc. and Key Food Stores Co-Operative, Inc., joint employers	CA	Open	1/11/2016	NULL	3	NULL	NULL	NULL	NULL
08-CA-167313	DHSC, LLC d/b/a AFFINITY MEDICAL CENTER, COMMUNITY HEALTH SYSTEMS, INC., HOSPITAL OF BARSTOW INC., d/b/a	CA	Closed	1/11/2016	NULL	3	NULL	NULL	NULL	NULL
10-CA-167330	Greenbrier VMC, LLC d/b/a Greenbrier Valley Medical Center and its Single and/or joint Employer Community Health	CA	Open	1/11/2016	NULL	3	NULL	NULL	NULL	NULL
31-CA-167315	Pacific Harvest, Inc./Aplo, Inc. as joint employer	CA	Open	1/12/2016	3/11/2016	3	NULL	NULL	NULL	NULL
31-CA-167628	Bear Valley Community Services District and United States Postal Service, a joint Employer	CA	Closed	1/12/2016	3/4/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
31-CA-167551	Pacific Harvest, Inc./Aplo, Inc. as joint employer	CA	Closed	1/12/2016	3/14/2016	2	Withdrawal Adjus	NULL	NULL	NULL
06-CA-167446	Peoples Natural Gas and Peoples Service Company, LLC, a single and/or joint employer	CA	Closed	1/12/2016	6/28/2016	3	Withdrawal Adjus	NULL	NULL	NULL
32-CA-167684	UNITED STAFFING ASSOCIATION AND OFM ROASTERY, LLC, JOINT EMPLOYERS	CA	Closed	1/14/2016	6/28/2016	3	Withdrawal Adjus	NULL	NULL	NULL
32-CA-167689	UNITED STAFFING ASSOCIATION AND OFM ROASTERY, LLC, JOINT EMPLOYERS	CA	Closed	1/14/2016	6/28/2016	3	Withdrawal Adjus	NULL	NULL	NULL
03-CA-167990	Aluma Global Services, LLC and AXAL Security Services, a joint Employer	CA	Closed	1/19/2016	3/23/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
04-CA-167947	Jo-Dan Magallise LTD, LLC d/b/a McDonald's and McDonald's USA, as a joint or single employer	CA	Closed	1/19/2016	3/31/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
02-CA-167943	Triumph Utilities Corp., Rosedale Co., and Culpac Construction Corp., joint and/or single employers	CA	Open	1/20/2016	NULL	3	NULL	NULL	NULL	NULL
10-CA-168065	Bluefield Hospital Company, LLC d/b/a Bluefield Regional Medical Center and its Single and/or joint Employer Commu	CA	Closed	1/21/2016	8/16/2016	3	Withdrawal Adjus	NULL	NULL	NULL
09-CA-168048	Aluma Global Services, LLC and AXAL Security Services, Inc., a joint Employer	CA	Closed	1/21/2016	3/13/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
19-CA-168378	Delta Western, Inc. and North Star Petroleum, Inc., joint employers	CA	Closed	1/22/2016	9/22/2016	2	Withdrawal Adjus	NULL	NULL	NULL
29-CA-168348	Manchester I, LLC and Bani Corp., as joint employers	CA	Closed	1/22/2016	3/14/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
19-CA-168157	Ventura Foods, LLC and BDI Staffing, joint employers	CA	Open	1/27/2016	NULL	3	NULL	NULL	NULL	NULL
31-CA-168867	Pacific Harvest, Inc./Aplo, Inc. as joint Employer	CA	Open	1/27/2016	8/23/2016	2	Informal Settlement	NULL	NULL	NULL
25-CA-168696	CJ AUTOMOTIVE, LLC AND PEOPLELINK, A JOINT EMPLOYER	CA	Closed	1/28/2016	12/20/2016	2	Informal Settlement	NULL	NULL	NULL
18-CA-168605	MORE MEDIA, INC. AND AMVIL, LLC AND COMMERCIAL JET, INC. Single Employer and joint Employers	CA	Closed	1/28/2016	6/24/2017	2	Withdrawal Adjus	NULL	NULL	NULL
12-CA-168587	Universal Cargo Doors and Services, LLC and Commercial Jet, Inc. Single Employer and joint Employers	CA	Closed	1/28/2016	10/4/2017	1	Informal Settlement	NULL	NULL	NULL
07-CA-168720	Liberty Food Service, Inc. and Lata Food Services, Inc., joint employers	CA	Closed	1/29/2016	4/28/2016	3	Withdrawal Adjus	NULL	NULL	NULL
02-CA-168783	BakerDell PT, LLC Diamond Commissary Group, & Brod kitchen, a single or joint employer	CA	Closed	2/1/2016	2/29/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
03-CA-168882	Aluma Global Services, LLC and AXAL Security Services, Inc., joint employer	CA	Closed	2/2/2016	2/29/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
08-CA-168875	Northeast Ohio College Preparatory School and ICAV Schools, joint and/or single employer	CA	Closed	2/2/2016	3/12/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
08-CA-168874	Northeast Ohio College Preparatory School, University of Cleveland Preparatory School, and ICAV School, joint and/or single	CA	Closed	2/2/2016	1/18/2017	3	Compliance w/BO	NULL	NULL	NULL

08-CA-168841	Sodexo, Inc. and SDA Services West, LLC (single employer and/or joint employer)	CA	Closed	2/2/2016	4/29/2016	2	Withdrawal Non-adjus	NULL	NULL	NULL
08-CA-168879	University Cleveland Preparatory and ICAH School, Joint and Single Employer	CA	Closed	2/2/2016	3/31/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
02-CA-168877	University Cleveland Preparatory and ICAH Schools, Joint and single employer	CA	Closed	2/2/2016	3/31/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
02-CA-168964	Baker-Dell #1, LLC, Diamond Commissary Group, & Brod Kitchen, a single or joint employer	CA	Closed	2/3/2016	4/28/2016	3	Withdrawal Adjuste	NULL	NULL	NULL
19-CA-169140	Butte Hotels LLC & Butte Metels LLC joint employers d/b/a Butte Quality Inn and Suites	CA	Closed	2/3/2016	4/18/2016	2	Withdrawal Adjuste	NULL	NULL	NULL
18-CA-168967	Larry Brown, a McDonald's Franchisee, McDonald's USA LLC as Joint or Single Employer	CA	Closed	2/3/2016	2/22/2016	1	Withdrawal Non-adjus	NULL	NULL	NULL
18-CA-168971	Raccoon Valley Partners, a McDonald's Franchisee, McDonald's USA LLC as Joint or Single Employer	CA	Closed	2/3/2016	3/30/2016	1	Withdrawal Non-adjus	NULL	NULL	NULL
18-CA-169337	Baker-Dell #1, LLC, Diamond Commissary Group, & Brod Kitchen, a single or joint employer	CA	Closed	2/4/2016	4/28/2016	3	Withdrawal Adjuste	NULL	NULL	NULL
18-CA-169381	MTD Southwest, Inc. and InterMountain Employment Services, Inc., a Joint Employer	CA	Closed	2/8/2016	3/3/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
31-CA-169392	Pacific Harvest, Inc./Aloha, Inc. as Joint Employer	CA	Closed	2/8/2016	8/22/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
31-CA-169734	PTS (A True Blue Company), Turner Industries, and Honeywell Frankford Plant As Joint Employers	CA	Closed	2/8/2016	4/29/2016	2	Withdrawal Non-adjus	NULL	NULL	NULL
14-CA-169904	Strong Hauling and/or its alter ego of joint employers Barneyer Trucking, Inc.	CA	Closed	2/9/2016	3/23/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
03-CA-169918	Alma Global Services, LLC and AAL Security Services, Inc., a Joint Employer	CA	Closed	2/9/2016	4/20/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
18-CA-169411	MINNESOTA COACHES, INC., MINNEAPOLIS & SUBURBAN BUS CO., INC., AND MONARCH BUS SERVICE, INC. AS JOINT C	CA	Closed	2/9/2016	10/12/2016	3	Informal Settlement	NULL	NULL	NULL
04-CA-169249	PTNS (A True Blue Company), Turner Industries, and Honeywell Frankford Plant As Joint Employers	CA	Closed	2/9/2016	4/29/2016	2	Withdrawal Non-adjus	NULL	NULL	NULL
10-CA-169526	CB&K Inc. d/b/a McDonald's & McDonald's Corp. as Joint and Single Employers	CA	Closed	2/11/2016	2/24/2016	2	Dismissal Non-adjus	NULL	NULL	NULL
31-CA-169659	Pacific Harvest, Inc./Aloha, Inc. as Joint Employer	CA	Closed	2/12/2016	8/22/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
01-CA-169966	Bob's Tire Co., Inc. and B.J.'s Service Company, Inc. (A Joint Employer)	CA	Open	2/16/2016	NULL	3	NULL	NULL	8/15/2017	NULL
01-CA-169949	Bob's Tire Co., Inc. and B.J.'s Service Company, Inc. (A Joint Employer)	CA	Open	2/16/2016	NULL	3	NULL	NULL	NULL	NULL
01-CA-169959	Bob's Tire Co., Inc. and B.J.'s Service Company, Inc. (A Joint Employer)	CA	Open	2/16/2016	NULL	3	NULL	NULL	NULL	NULL
01-CA-169968	Bob's Tire Co., Inc. and B.J.'s Service Company, Inc. (A Joint Employer)	CA	Open	2/16/2016	NULL	3	NULL	NULL	NULL	NULL
10-CA-169856	Dwayne Singleton and Singleton LLC d/b/a Dwayne C. Singleton, LLC d/b/a Dwayne C. Singleton Attorney	CA	Closed	2/16/2016	5/31/2016	2	Dismissal Non-adjus	NULL	NULL	NULL
08-CA-169893	Sarkit Enterprises, Inc., Comet Management Services, Inc., and Paymax Services, Inc. (single employer and/or joint emp	CA	Closed	2/16/2016	4/29/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
02-CA-170111	(1) RUI Maintenance Group Inc. and (2) Total Maintenance Solution, LLC, as joint employers	CA	Closed	2/17/2016	4/27/2016	3	Withdrawal Adjuste	NULL	NULL	NULL
02-CA-170111	(1) RUI Maintenance Group Inc. and (2) Total Maintenance Solution, LLC, as joint employers	CA	Closed	2/19/2016	4/28/2016	3	Withdrawal Adjuste	NULL	NULL	NULL
20-CA-170087	Baker Dell #1, LLC, Diamond Commissary Group, & Brod Kitchen, a single or joint employer	CA	Closed	2/19/2016	5/12/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
20-CA-170099	SRM Alliance Hospital Services, d/b/a Petaluma Valley Hospital and St. Joseph Health Systems, d/b/a St. Joseph Health,	CA	Closed	2/22/2016	3/4/2016	2	Withdrawal Adjuste	NULL	NULL	NULL
32-CA-170143	Wazonville Community Hospital and its single and/or joint employer Community Health Systems, Inc., and/or its singl	CA	Closed	2/22/2016	4/12/2016	2	Withdrawal Non-adjus	NULL	NULL	NULL
04-CA-170291	ABM Maintenance and Center City District, Joint Employers	CA	Closed	2/23/2016	3/3/2016	2	Withdrawal Non-adjus	NULL	NULL	NULL
14-CA-170291	McDonald's and McDonald's USA, LLC as a joint or single employer	CA	Closed	2/23/2016	4/29/2016	2	Dismissal Non-adjus	NULL	NULL	NULL
08-CA-170184	Starik Enterprises, Inc., Comet Management Services, Inc., and Paymax Services, Inc. (single employer and/or joint emp	CA	Closed	2/23/2016	9/29/2016	2	Compliance w/BO	NULL	NULL	NULL
08-CA-170187	Starik Enterprises, Inc., Comet Management Services, Inc., and Paymax Services, Inc. (single employer and/or joint emp	CA	Closed	2/23/2016	8/25/2016	3	Withdrawal Adjuste	NULL	NULL	NULL
01-CA-170886	Bob's Tire Co., Inc. and B.J.'s Service Company, Inc. (A Joint Employer)	CA	Closed	2/24/2016	5/16/2016	3	Withdrawal Adjuste	NULL	NULL	NULL
07-CA-170655	Grand Blanc Rehab Center, LLC (a/n/a Genesee Care Center) and The Wellbridge Group, Inc. as Joint Employers	CA	Closed	2/25/2016	4/29/2016	3	Withdrawal Adjuste	NULL	NULL	NULL
01-CA-170474	Providence Behavioral Healthcare Hospital (an affiliate of Mercy Hospital, Catholic Health East and Trinity Healthcare)	CA	Closed	2/26/2016	4/28/2017	3	Withdrawal Adjuste	NULL	2/20/2016	NULL
15-CA-170531	Brookhaven Medical, Inc. and Future Matrix, Inc. as joint and/or single employers	CA	Closed	2/26/2016	4/28/2017	3	Withdrawal Adjuste	NULL	11/3/2016	NULL
15-CA-170531	Brookhaven Medical, Inc. and Future Matrix, Inc. as joint and/or single employers	CA	Closed	2/26/2016	4/21/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
04-CA-170596	Construct Corps, LLC and Edgewood Electric, Inc. (Joint Employers)	CA	Closed	2/26/2016	4/21/2016	2	Dismissal Non-adjus	NULL	NULL	NULL
15-CA-170703	(1) Retzer, LLC, and/or (2) Retzer Resources, Inc., and/or (3) The Retzer Group Inc., and (4) McDonald's LLC as joint or	CA	Closed	2/29/2016	3/10/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
31-CA-170797	Crown Energy Services d/b/a Able Engineering Services and Ramcal Management, Inc., as joint employers	CA	Closed	2/29/2016	7/19/2016	1	Withdrawal Non-adjus	NULL	NULL	NULL
31-CA-170799	Crown Energy Services d/b/a Able Engineering Services and Ramcal Management, Inc., as joint employers	CA	Closed	2/29/2016	7/19/2016	1	Withdrawal Adjuste	NULL	NULL	NULL
18-CA-170671	Franchisee Nevada Corp./Mazatlan Partnership of d/b/a McDonalds @ 420 E. Capitol & McDonalds USA LLC as single c	CA	Closed	2/29/2016	4/13/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
31-CA-170862	PRIME HEALTHCARE SERVICES, D/B/A ALVARADO HOSPITAL MEDICAL CENTER, A SINGLE AND/OR JOINT EMPLOYER	CA	Closed	2/29/2016	11/30/2016	2	Withdrawal Adjuste	NULL	NULL	NULL
31-CA-170862	PRIME HEALTHCARE SERVICES, D/B/A ALVARADO HOSPITAL MEDICAL CENTER, A SINGLE AND/OR JOINT EMPLOYER	CA	Closed	2/29/2016	5/31/2016	2	Withdrawal Non-adjus	NULL	NULL	NULL
03-CA-170774	Suma Global Services, LLC and AAL Security Services, a Joint Employer	CA	Closed	3/1/2016	4/12/2016	3	Withdrawal Adjuste	NULL	NULL	NULL
31-CA-170797	Crown Energy Services d/b/a Able Engineering Services and Ramcal Management, Inc. as joint employers	CA	Closed	3/1/2016	7/19/2016	1	Withdrawal Non-adjus	NULL	NULL	NULL
10-CA-170866	Dwayne Singleton and Singleton LLC, d/b/a Dwayne C. Singleton, LLC, a/d/b/a Dwayne C. Singleton Attc	CA	Open	3/1/2016	NULL	2	NULL	NULL	NULL	NULL
07-CA-170957	The Leona Group (TLG) and Cesar Chavez Academy (CCA) (Joint Employers)	CA	Closed	3/1/2016	2/28/2017	2	Informal Settlement	NULL	NULL	NULL
01-CA-170848	RP PROVIDENCE LLC dba RENAISSANCE PROVIDENCE HOTEL & TPG HOSPITALITY INC. AND AFFILIATE OF THE PROCA	CA	Closed	3/2/2016	7/27/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
31-CA-171202	Pacific Harvest, Inc./Aloha, Inc. as Joint Employers	CA	Open	3/3/2016	NULL	3	NULL	NULL	NULL	NULL
14-CA-171070	Mark One Electric and Alpha Energy and Electric Joint Employers	CA	Closed	3/4/2016	4/20/2016	3	Withdrawal Adjuste	NULL	NULL	NULL
04-CA-171084	Verizon Pennsylvania Inc.: Verizon Services Corp.: Verizon Corporate Services Corp.: Verizon Delaware Inc.: and Verizo	CA	Closed	3/4/2016	6/23/2016	1	Withdrawal Adjuste	NULL	NULL	NULL
05-CA-171304	Verizon Washington, D.C. Inc.: Verizon Maryland, Inc.: Verizon Virginia, Inc.: Verizon Services Corp.: Verizon Advance	CA	Closed	3/4/2016	6/23/2016	1	Withdrawal Adjuste	NULL	NULL	NULL
05-CA-171509	Green Leaf Services, Inc./Dawey Tree Expert Company (Joint Employers)	CA	Closed	3/9/2016	7/12/2016	3	Withdrawal Adjuste	NULL	NULL	NULL
08-CA-171344	STARK ENTERPRISES, INC., COMET MANAGEMENT SERVICES, INC., AND PAYMAX SERVICES, INC. (single employer and/o	CA	Closed	3/9/2016	4/29/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
10-CA-171464	Alma Support Operations, LLC and Protection Strategies, Inc. as joint employers	CA	Closed	3/10/2016	5/20/2016	2	Withdrawal Adjuste	NULL	NULL	NULL
02-CA-171515	SL Green Realty Corp. and First Quality Maintenance, as joint employers	CA	Open	3/10/2016	NULL	3	NULL	2/2/2018	10/25/2017	NULL
02-CA-171515	SL Green Realty Corp. and First Quality Maintenance, as joint employers	CA	Open	3/10/2016	NULL	3	NULL	2/2/2018	10/25/2017	NULL
12-CA-171593	Bob's Tire Co., Inc. and B.J.'s Service Company, Inc. (A Joint Employer)	CA	Closed	3/11/2016	8/31/2016	3	Withdrawal Adjuste	NULL	NULL	NULL
12-CA-171593	Florida Grand Opera and Miami Symbiotic Entertainment, Inc., a Single and/or Joint Employer	CA	Closed	3/14/2016	6/28/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
04-CA-171737	Jo-Dan Madeline LTD, LLC d/b/a McDonald's and McDonald's USA, LLC as a joint or single employer	CA	Closed	3/14/2016	9/13/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
20-CA-171742	Palm Beach Symbiotic and Miami Symbiotic Entertainment, Inc., a Single Employer and/or Joint Employer	CA	Closed	3/15/2016	7/10/2016	3	Informal Settlement	NULL	NULL	NULL
06-CA-171855	Cosmo Uter, Inc. and Tower Towers, LLC as Joint Employers	CA	Closed	3/15/2016	5/17/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
13-CA-171926	Draper, Inc. d/b/a McDonald's and McDonald's USA LLC, Joint Employers	CA	Closed	3/15/2016	10/14/2016	3	Withdrawal Adjuste	NULL	NULL	NULL
01-CA-171987	EFN ORT, LLC and North American Automotive Services, Inc. d/b/a North American Real Estate Management, a single	CA	Open	3/21/2016	NULL	3	NULL	NULL	NULL	NULL
13-CA-172224	Chaboso Bakery, a joint employer with Monroe Staffing Services and Westaif	CA	Open	3/21/2016	NULL	3	NULL	NULL	NULL	NULL
18-CA-172318	Air Express International USA, Danzas Corporation and DHL Global Forwarding, a Single Integrated Enterprise, Single E	CA	Closed	3/23/2016	4/28/2016	2	Dismissal Non-adjus	NULL	NULL	NULL
25-CA-172406	Hahn Ready Mix Company and Builders Sand and Cement Company, single employer, joint employers, single-integrate	CA	Closed	3/23/2016	4/27/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
05-CA-172424	Hahn Ready Mix Company and Edwards Ready Mix, single employer, joint employers, single-integrated enterprise	CA	Closed	3/23/2016	4/29/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
02-CA-172610	J&J Services / J.P. Morgan Chase and Co. as joint employers	CA	Closed	3/24/2016	5/10/2016	2	Withdrawal Adjuste	NULL	NULL	NULL
31-CA-172841	Pacific Harvest, Inc./Aloha, Inc. as joint employer	CA	Open	3/29/2016	NULL	3	NULL	NULL	NULL	NULL

31-CA-172965	Pacific Harvest, Inc. / Aplo, Inc. as joint employer	CA	Closed	3/30/2016	5/26/2016	3	Withdrawal Non-adjus	NULL	NULL
04-CA-172844	Stant Enterprises, Inc., Comet Management Services, Inc., and Payma Services, Inc. (single employer and/or joint emp	CA	Closed	3/30/2016	4/29/2016	3	Dismissal Non-adjus	NULL	NULL
19-CA-173198	Burt's Hotels, LLC & Burt's Hotels, LLC joint employers d/b/a Burt's Quality Inn and Suites	CA	Closed	3/31/2016	1/3/2017	2	Withdrawal Adjus	NULL	NULL
19-CA-173197	Burt's Hotels, LLC & Burt's Hotels, LLC joint employers d/b/a Burt's Quality Inn and Suites	CA	Closed	3/31/2016	1/27/2017	2	Informal Settlement	NULL	NULL
07-CA-173073	Mantra Development Group, LLC d/b/a Panera Bread, joint Employers and/or Employer	CA	Closed	3/31/2016	3/29/2017	2	Informal Settlement	NULL	NULL
04-CA-172940	Trump Entertainment Resorts, Inc., Trump Entertainment Resorts Holdings, L.P., Trump Plaza Associates, LLC, Trump N	CA	Closed	3/31/2016	3/19/2018	2	Withdrawal Adjus	NULL	NULL
01-CA-173007	Security Risk Inc. d/b/a Chubb Specialty Insurance, a subsidiary of Federal Insurance Company and Kelly Serv	CA	Closed	4/1/2016	2/28/2017	3	Withdrawal Adjus	NULL	NULL
19-CA-173002	Security Industry Specialists, Inc. and Amazon, as joint employers	CA	Closed	4/1/2016	4/12/2016	3	Withdrawal Non-adjus	NULL	NULL
01-CA-173001	Bob's Tire Co. Inc. and B.J.'s Service Co., Inc. as joint employer	CA	Open	4/4/2016	NULL	3	NULL	NULL	NULL
07-CA-173036	Preferred Building Services, LLC and Jines Detroit Services, LLC. Single/Joint Employer	CA	Closed	4/6/2016	4/17/2017	2	Dismissal Non-adjus	NULL	NULL
03-CA-173024	Alma Global Services, LLC (AGS) and ALMA Security Inc. (ALMA) - Joint Employer	CA	Closed	4/7/2016	5/25/2016	3	Withdrawal Non-adjus	NULL	NULL
29-CA-173489	USA Management, Inc. and Slup to My Lily, LLC Joint Employers	CA	Closed	4/7/2016	1/20/2017	3	Informal Settlement	NULL	NULL
10-CA-173489	3mSinc d/b/a McDonald's & McDonald's Corp., as joint and single Employers	CA	Closed	4/8/2016	4/14/2016	3	Withdrawal Non-adjus	NULL	NULL
29-CA-173489	3mSinc d/b/a McDonald's & McDonald's Corp., as joint and single Employers	CA	Closed	4/8/2016	NULL	3	NULL	NULL	NULL
15-CA-173662	OMG LLC d/b/a McDonald's & McDonald's Corp., as joint and single Employers	CA	Closed	4/11/2016	4/26/2016	3	Withdrawal Non-adjus	NULL	NULL
18-CA-173607	Raccoon Valley Partners, a McDonald's Franchisee, McDonald's USA LLC as joint or single Employer	CA	Closed	4/11/2016	5/5/2016	2	Dismissal Non-adjus	NULL	NULL
07-CA-174031	Preferred Building Services, LLC and Higgins Detroit Services, LLC, a Single/Joint Employer	CA	Closed	4/13/2016	6/22/2016	2	Withdrawal Adjus	NULL	NULL
04-CA-173688	Vention Pennsylvania Inc., Vention Services Corp., Vention Corporate Services Corp., Vention Delaware Inc., Vention W	CA	Closed	4/15/2016	6/17/2016	3	Informal Settlement	NULL	NULL
03-CA-174106	Alma Global Services, LLC and ALMA Security, Inc. - Joint Employer	CA	Closed	4/15/2016	9/16/2016	3	Informal Settlement	NULL	NULL
28-CA-174167	Third Rock, Inc. and Select Demolition and Saw Cutting Services, Joint Employers	CA	Open	4/18/2016	NULL	3	NULL	NULL	NULL
10-CA-174240	3mSinc, Inc. a McDonald's Franchisee, and McDonald's USA, LLC, Joint Employers	CA	Closed	4/19/2016	8/26/2016	3	Withdrawal Non-adjus	NULL	NULL
15-CA-174268	St. Anthony's Hospital Association d/b/a CHI St. Vincent Morrison and/or St. Vincent Infirmary Medical Center d/b/a C	CA	Closed	4/21/2016	NULL	3	NULL	NULL	NULL
10-CA-174438	3mSinc d/b/a McDonald's & McDonald's Corp., as joint and single Employers	CA	Open	4/21/2016	NULL	3	NULL	NULL	NULL
10-CA-174418	Bluefield Hospital Company, LLC d/b/a Bluefield Regional Medical Center and its single and/or joint employer Commu	CA	Closed	4/21/2016	6/20/2016	2	Withdrawal Non-adjus	NULL	NULL
06-CA-174622	African American Cultural Center and The Pittsburgh Cultural Trust, Joint Employers	CA	Closed	4/21/2016	4/27/2016	3	Withdrawal Adjus	NULL	NULL
13-CA-174626	Ledions Holdings Seven, Inc. d/b/a 5153 West Chicago McDonald's & McDonald's USA, LLC, joint employers	CA	Closed	4/21/2016	5/31/2016	3	Withdrawal Non-adjus	NULL	NULL
08-CA-174955	Palace Facilities Services and Remark, Joint Employers	CA	Closed	4/21/2016	10/21/2016	3	Informal Settlement	NULL	NULL
29-CA-174618	VIP Concierge & Silverstone Property Group, as joint Employers	CA	Closed	4/25/2016	5/17/2016	3	Withdrawal Non-adjus	NULL	NULL
05-CA-174982	Holman Enterprises d/b/a McDonald's & McDonald's Corp. as joint and single Employers	CA	Closed	4/25/2016	1/20/2017	3	Informal Settlement	NULL	NULL
29-CA-174838	USA Management, Inc. and Skip to My Lily, LLC, Joint Employers	CA	Closed	4/25/2016	12/21/2017	3	Informal Settlement	NULL	NULL
10-CA-174875	Advantage Veterans Services of Wakeboro, LLC, and HMR Veterans Services, Inc. Joint Employers and/or a Single Em	CA	Closed	4/26/2016	7/18/2016	3	Withdrawal Non-adjus	NULL	NULL
04-CA-175132	Brian's House, Inc. and Woods Services, Inc., joint employer	CA	Closed	4/28/2016	5/31/2016	1	Dismissal Non-adjus	NULL	NULL
15-CA-175107	OMG LLC d/b/a McDonald's & McDonald's Corp., as joint and single employers	CA	Closed	4/28/2016	5/6/2016	1	Dismissal Non-adjus	NULL	NULL
15-CA-175099	OMG LLC d/b/a McDonald's & McDonald's Corp., as joint and single employers	CA	Closed	4/28/2016	5/31/2016	1	Dismissal Non-adjus	NULL	NULL
01-CA-175157	OMG LLC d/b/a McDonald's & McDonald's Corp., as joint and single employers	CA	Closed	4/28/2016	7/21/2016	3	Withdrawal Non-adjus	NULL	NULL
12-CA-175177	RP PROVIDENCE, LLC d/b/a RENAISSANCE PROVIDENCE HOTEL AND TPC HOSPITALITY INC., AN AFFILIATE OF THE PRO	CA	Closed	4/28/2016	10/4/2017	2	Informal Settlement	NULL	NULL
04-CA-175228	Universal Cargo Doors and Service, LLC/Universal Cargo Doors and Service, Inc. and Commercial Jet, Inc. as single and	CA	Closed	5/2/2016	7/18/2016	3	Withdrawal Non-adjus	NULL	NULL
04-CA-175285	Brian's House, Inc. and Woods Services, Inc., a joint employer	CA	Closed	5/2/2016	7/18/2016	3	Withdrawal Non-adjus	NULL	NULL
29-CA-175425	Kelco Construction, Inc. and Elm General Construction Corp. a single employer and/or alter ego and/or joint employer	CA	Closed	5/2/2016	5/27/2016	3	Withdrawal Non-adjus	NULL	NULL
33-CA-175494	RMC Enterprises, LLC and McDonald's USA, LLC, joint employers	CA	Closed	5/4/2016	7/18/2016	2	Withdrawal Non-adjus	NULL	NULL
05-CA-175926	The Edward J. Smith & Valerie S. Smith Family Limited Partnership d/b/a McDonald's and McDonald's USA, LLC, as joint	CA	Closed	5/4/2016	5/12/2016	3	Withdrawal Adjus	NULL	NULL
18-CA-175917	Healthcare Services Group and Communicare, as single or joint employers	CA	Closed	5/5/2016	5/31/2016	2	Withdrawal Non-adjus	NULL	NULL
29-CA-175743	Raccoon Valley Partners, a McDonald's Franchisee, McDonald's USA LLC as joint or single Employer	CA	Closed	5/5/2016	8/22/2016	2	Withdrawal Adjus	NULL	NULL
15-CA-175808	Pergament Mail of Staten Island, LLC and Pergament Realty Management LLC, as joint employers d/b/a Pergament Pr	CA	Closed	5/6/2016	5/26/2016	2	Withdrawal Non-adjus	NULL	NULL
31-CA-176382	Pacific Harvest, Inc. / Aplo, Inc. as joint employer	CA	Closed	5/9/2016	8/31/2016	3	Withdrawal Non-adjus	NULL	NULL
31-CA-176379	Pacific Harvest, Inc. / Aplo, Inc. as joint employer	CA	Open	5/9/2016	NULL	1	NULL	NULL	NULL
31-CA-176380	Pacific Harvest, Inc. / Aplo, Inc. as joint employer	CA	Open	5/9/2016	NULL	1	NULL	NULL	NULL
31-CA-176378	Pacific Harvest, Inc. / Aplo, Inc. as joint employer	CA	Open	5/9/2016	NULL	1	NULL	NULL	NULL
31-CA-176377	Pacific Harvest, Inc. / Aplo, Inc. as joint employer	CA	Open	5/9/2016	NULL	1	NULL	NULL	NULL
31-CA-176583	Pacific Harvest, Inc. / Aplo, Inc. as joint employers	CA	Closed	5/9/2016	8/10/2016	1	Dismissal Non-adjus	NULL	NULL
31-CA-176089	Pacific Harvest, Inc. / Aplo, Inc. as joint employers	CA	Open	5/10/2016	NULL	1	NULL	NULL	NULL
31-CA-176132	Pacific Harvest, Inc. / Aplo, Inc. as joint employer	CA	Open	5/10/2016	NULL	1	NULL	NULL	NULL
07-CA-176132	Rockport Healthcare Services, and Centinella Edison United Living (as a single and/or joint employer)	CA	Open	5/10/2016	10/31/2016	2	Withdrawal Adjus	NULL	NULL
02-CA-176059	Nelson Service Systems, Inc., and Consolidated Edison Company of New York Inc., joint Employers	CA	Closed	5/11/2016	7/29/2016	2	Withdrawal Non-adjus	NULL	NULL
32-CA-175987	Service Employees International Union, United Healthcare Workers - West & Joint Employer Education Fund	CA	Closed	5/11/2016	7/5/2016	1	Withdrawal Adjus	NULL	NULL
19-CA-176422	Delta Western, Inc. and North Star Petroleum, Inc., joint Employers and/or Single Employer and/or Alter Egos	CA	Closed	5/13/2016	7/28/2016	3	Withdrawal Non-adjus	NULL	NULL
05-CA-176592	Holman Enterprises d/b/a McDonald's & McDonald's Corp., as joint and single Employers	CA	Closed	5/16/2016	7/6/2016	3	Withdrawal Non-adjus	NULL	NULL
25-CA-176537	Slimstream, Inc., William Becker, William Becker d/b/a Slimstream, Inc., Slimstream, single employer, joint employer, al	CA	Open	5/16/2016	NULL	2	NULL	NULL	NULL
07-CA-176524	Covenant Cleaning Building Maintenance Services, Tiskono & Associates, and Lakeshore-Bickman JV LLC/LCG Global F	CA	Open	5/17/2016	NULL	3	NULL	NULL	NULL
07-CA-176591	Avanceez, LLC and Android Industries - Sterling Heights, LLC d/b/a Android Industries - Warren, Successor and/or joint E	CA	Closed	5/18/2016	3/7/2018	3	Informal Settlement	NULL	NULL
31-CA-176599	Pacific Harvest, Inc. / Aplo, Inc. as joint employer	CA	Closed	5/18/2016	8/31/2016	1	Withdrawal Adjus	NULL	NULL
29-CA-176850	Delco Drugs & Specialty Pharmacy, Inc. and Key Food Stores Co-Operative, Inc. joint Employers	CA	Closed	5/22/2016	7/11/2016	1	Withdrawal Adjus	NULL	NULL
18-CA-176672	Daspoura Tea & Herb Company, LLC d/b/a Rishi Tea and Nissen & Associates Staffing Continuum, Inc., joint Employers	CA	Closed	5/23/2016	6/2/2017	3	Informal Settlement	NULL	NULL
29-CA-177063	Detroit Trading Services, LLC and BOCARSHOW, LLC, a single/joint/employer	CA	Closed	5/25/2016	8/2/2016	3	Dismissal Non-adjus	NULL	NULL
31-CA-177190	NBTV, Inc. and ABM Facilities Services, individually and collectively as single or joint employers	CA	Closed	5/26/2016	7/26/2016	3	Withdrawal Non-adjus	NULL	NULL
18-CA-177140	Pacific Harvest, Inc. / Aplo, Inc. as joint Employer	CA	Open	5/26/2016	NULL	2	NULL	NULL	NULL
10-CA-177127	3mSinc Inc. d/b/a McDonald's & McDonald's Corp., as joint employers	CA	Closed	5/27/2016	7/20/2016	3	Dismissal Non-adjus	NULL	NULL
01-CA-177147	Corest Services and ABM Building Services, joint employers	CA	Closed	5/31/2016	6/13/2016	2	Withdrawal Non-adjus	NULL	NULL
28-CA-177489	AGK Restaurants d/b/a McDonald's Restaurants and McDonald's USA LLC as joint/single Employer	CA	Closed	6/2/2016	8/26/2016	2	Dismissal Non-adjus	NULL	NULL

08-CA-182489	Magina Sealing Systems and Alliance Solutions, as joint employers	CA	Closed	8/22/2016	10/13/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
25-CA-182781	PENSAE LOGISTICS AND WERT INTEGRATED LOGISTICS AS JOINT EMPLOYERS	CA	Closed	8/24/2016	9/29/2016	2	Withdrawal Adjus	NULL	NULL	NULL
25-CA-182807	PENSAE LOGISTICS AND WERT INTEGRATED LOGISTICS AS JOINT EMPLOYERS	CA	Closed	8/24/2016	9/29/2016	2	Withdrawal Adjus	NULL	NULL	NULL
29-CA-183408	Lisa Management, Inc. and S. Richards, Inc., as joint and/or single employers	CA	Closed	8/31/2016	5/17/2017	3	Informal Settlement	NULL	NULL	NULL
01-CA-183528	Miller Brothers Staffing & ABC York, Inc., joint employers	CA	Closed	9/2/2016	10/3/2017	3	Informal Settlement	NULL	NULL	NULL
01-CA-183528	Miller Brothers Staffing & ABC York, Inc., joint employers	CA	Open	9/2/2016	NULL	3	NULL	NULL	NULL	NULL
01-CA-183436	Bob's Tire Co., Inc. and B.J.'s Service Company, Inc. (A Joint Employer)	CA	Open	9/2/2016	NULL	3	NULL	NULL	NULL	NULL
01-CA-183482	Bob's Tire Co., Inc. and B.J.'s Service Company, Inc. (A Joint Employer)	CA	Open	9/2/2016	5/23/2017	3	Dismissal Non-adjus	NULL	NULL	NULL
16-CA-183576	Sanchez Oil & Gas Corporation, Sanchez Energy Corporation, and/or Sanchez Production Partners LP (as direct, single, joint employers)	CA	Closed	9/2/2016	5/23/2017	3	Dismissal Non-adjus	NULL	NULL	NULL
16-CA-183589	Sanchez Oil & Gas Corporation, Sanchez Energy Corporation, and/or Sanchez Production Partners LP (as direct, single, joint employers)	CA	Closed	9/2/2016	1/8/2018	3	Dismissal Adjus	NULL	NULL	NULL
07-CA-183550	Scotland Manor Enterprises, LLC and Mary Black d/b/a St. Clair Assisted Living, joint employers	CA	Closed	9/2/2016	3/30/2017	3	Dismissal Non-adjus	NULL	NULL	NULL
15-CA-183753	Retzer, LLC, and/or Retzer Resources, Inc., and/or The Retzer Group, Inc., and McDonald's LLC, as joint or single employer	CA	Closed	9/6/2016	10/11/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
14-CA-183679	Leach Painting Company / Painting & Decorating Contractors of America St. Louis Chapter (FCA/SLC), as joint employers	CA	Closed	9/9/2016	11/30/2016	2	Dismissal Non-adjus	NULL	NULL	NULL
01-CA-183300	SSC Mystic Operating Company, LLC d/b/a Pendleton Health & Rehabilitation Center a single and joint employer with	CA	Closed	9/12/2016	11/30/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
01-CA-183300	SSC Mystic Operating Company, LLC and Fusco Corporation, joint employers	CA	Closed	9/12/2016	10/28/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
28-CA-184041	Valley Health System and Soderstrom, joint employers	CA	Closed	9/14/2016	10/28/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
29-CA-184213	Winthrop Management, Northwest Health, Inc., and Post Maintenance & Management Co., Inc., individually, and as joint employers	CA	Closed	9/15/2016	2/13/2017	3	Dismissal Non-adjus	NULL	NULL	NULL
02-CA-184319	Phelps Houses and Courtlandt Corners Housing Development Fund Corporation as single employer, and as joint employer	CA	Closed	9/15/2016	2/13/2017	3	Dismissal Non-adjus	NULL	NULL	NULL
02-CA-184319	Phelps Houses and Courtlandt Corners Housing Development Fund Corporation as single employer, and as joint employer	CA	Closed	9/15/2016	2/13/2017	3	Dismissal Non-adjus	NULL	NULL	NULL
07-CA-184467	Procomp LLC, Tricon Security Services LLC and Vascor Ltd., as joint employers	CA	Closed	9/20/2016	2/27/2017	3	Dismissal Non-adjus	NULL	NULL	NULL
31-CA-184751	Hennin Services Limited and CPE HR Inc., as joint employers	CA	Closed	9/20/2016	12/28/2016	1	Dismissal Non-adjus	NULL	NULL	NULL
07-CA-185034	CUNA Brokerage Services, Inc. and CUNA Mutual Insurance Agency, Inc., joint employers	CA	Closed	9/26/2016	11/16/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
08-CA-184935	Malace Facilities Services, LLC and Aramark, joint employers	CA	Closed	9/26/2016	12/30/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
02-CA-185174	Phelps Houses and Courtlandt Corners Housing Development Fund Corporation as single employer, and as joint employer	CA	Closed	9/27/2016	11/16/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
16-CA-185403	H&B Direct, LLC d/b/a Hospitality Staffing Direct & Midwest Maintenance, as joint and single employers	CA	Closed	9/27/2016	2/13/2017	3	Dismissal Non-adjus	NULL	NULL	NULL
29-CA-185433	PBS Services, Inc. and Dynamic Building Services, Inc., as a single employer; 505 St. Marks Ave. Realty LLC and Realty N	CA	Closed	9/28/2016	2/23/2017	3	Dismissal Non-adjus	NULL	NULL	NULL
21-CA-185337	Purple Communications, Inc. and its Successor and Joint Employer CSDVMS, LLC d/b/a ZVMS	CA	Open	9/28/2016	11/22/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
32-CA-185337	Purple Communications, Inc. and its Successor and Joint Employer CSDVMS, LLC d/b/a ZVMS	CA	Open	9/28/2016	NULL	3	NULL	NULL	NULL	NULL
25-CA-185422	Alorica, Inc. and Expert Global Solutions, Inc. as Single/Joint employer	CA	Open	9/30/2016	NULL	2	NULL	NULL	NULL	NULL
01-CA-185408	Trenco Service Industries, Inc. and its Successor and Joint Employer CSDVMS, LLC d/b/a ZVMS	CA	Open	9/30/2016	NULL	2	NULL	NULL	NULL	NULL
01-CA-185766	TRENDS BEAUTY CA, INC., AND TRENDS BEAUTY SFO, INC. as a Joint Employer	CA	Closed	10/5/2016	11/30/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
10-CA-185099	Profit & Sons, Inc. and IAC Jack Construction (as joint employers)	CA	Closed	10/12/2016	4/7/2017	2	Dismissal Non-adjus	NULL	NULL	NULL
08-CA-185881	Westside Community School of the Arts and Constellation Schools, LLC, joint employers	CA	Closed	10/12/2016	11/4/2016	2	Dismissal Non-adjus	NULL	NULL	NULL
29-CA-186135	Eger Healthcare and Rehabilitation and Motion Community Living, a member of Compass Group North America, as joint employers	CA	Closed	10/13/2016	1/19/2017	3	Dismissal Non-adjus	NULL	NULL	NULL
13-CA-186446	1951 N. Milwaukee McDonald's and McDonald's USA, LLC, joint employers	CA	Closed	10/13/2016	12/16/2016	2	Dismissal Non-adjus	NULL	NULL	NULL
28-CA-186509	Purple Communications, Inc. and its Successor and Joint Employer CSDVMS, LLC d/b/a ZVMS	CA	Closed	10/13/2016	12/16/2016	2	Dismissal Non-adjus	NULL	NULL	NULL
28-CA-186484	The City of Las Vegas & The Fremont Street Experience LLC (joint employer)	CA	Closed	10/13/2016	12/16/2016	2	Dismissal Non-adjus	NULL	NULL	NULL
01-CA-186466	Black Diamond Networks and Natus Medical Incorporated (joint employers)	CA	Closed	10/13/2016	12/16/2016	2	Dismissal Non-adjus	NULL	NULL	NULL
27-CA-186548	Perfectly Fresh and its Joint Employer, Echowood Staffing	CA	Closed	10/19/2016	12/1/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
27-CA-186493	Telenando Television Studios, LLC, and its joint employers Century Entertainment Corp., Palomera De La Rea Producc	CA	Open	10/19/2016	8/7/2017	3	Dismissal Non-adjus	NULL	NULL	NULL
22-CA-186655	IXP Corporation, Successor to or Joint Employer with Moomouth Ocean Hospital Services Corporation	CA	Closed	10/24/2016	12/27/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
20-CA-186809	Preferred Building Services and Orta Janitorial Services, joint employers	CA	Closed	10/24/2016	11/2/2017	2	Dismissal Non-adjus	NULL	NULL	NULL
18-CA-186808	The Pavilion at Glacier Valley and Fundamental Administrative Services, LLC as joint employers and/or fundamental A	CA	Closed	10/24/2016	12/30/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
08-CA-187136	Magina Sealing Systems and Alliance Solutions, as joint employers	CA	Closed	10/24/2016	12/30/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
10-CA-187114	TEKsystems, Inc. and Bank of America as joint employers	CA	Closed	10/28/2016	12/21/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
31-CA-187562	Donald Bailey d/b/a McDonald's & McDonald's USA LLC as joint employer	CA	Open	10/31/2016	NULL	3	NULL	NULL	NULL	NULL
29-CA-187544	AEG Facilities, LLC and AEG Management Brooklyn, LLC, a Single Employer and Brooklyn Events Center LLC, joint employers	CA	Closed	11/7/2016	12/5/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
18-CA-187732	Winter Construction and Environmental Services/CRM Abatement Services, as joint employers	CA	Closed	11/9/2016	12/14/2016	2	Dismissal Non-adjus	NULL	NULL	NULL
14-CA-187916	King's Management Co., Inc., a McDonald's Franchisee, and McDonald's USA, LLC, joint employers	CA	Closed	11/10/2016	12/28/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
27-CA-187982	Cour Delivery and Installation, LLC (Court), and Lion Star Transfer, Inc. (Lion) as joint employers	CA	Closed	11/10/2016	11/17/2016	2	Dismissal Non-adjus	NULL	NULL	NULL
10-CA-187950	Duon Foods d/b/a McDonald's & McDonald's Corp., as joint and single employers	CA	Closed	11/10/2016	11/17/2016	2	Dismissal Non-adjus	NULL	NULL	NULL
25-CA-188022	FALCON TRUCKING/NGLE CONSTRUCTION, JOINT EMPLOYERS	CA	Open	11/10/2016	NULL	3	NULL	NULL	NULL	NULL
29-CA-188168	Lisa Management, Inc. and Ship to My Lily LLC, as joint and/or single employers	CA	Closed	11/14/2016	1/5/2017	3	Dismissal Non-adjus	NULL	NULL	NULL
01-CA-188158	Farent Associates, LP, Greenwich Park, LLC, Greenwich Premier Services Corp. and Brenwood Hospitality, LLC, as joint employers	CA	Open	11/15/2016	NULL	3	NULL	NULL	NULL	NULL
02-CA-188313	Phelps Houses and Courtlandt Corners Housing Development Fund Corporation as single employer, and as joint employer	CA	Closed	11/15/2016	2/13/2017	3	Dismissal Non-adjus	NULL	NULL	NULL
28-CA-188241	The City of Las Vegas & The Fremont Street Experience LLC (joint employer)	CA	Closed	11/15/2016	2/28/2017	3	Dismissal Non-adjus	NULL	NULL	NULL
13-CA-188271	600 E. Grand Avenue McDonald's and McDonald's USA, LLC, joint employers	CA	Closed	11/17/2016	12/12/2016	1	Dismissal Non-adjus	NULL	NULL	NULL
02-CA-188405	COUNTY AGENCY INC. AND ESPANADE PARTNERS LTD. d/b/a ESPANADE VENTURE PARTNERSHIP d/b/a THE ESPANADE	CA	Open	11/17/2016	NULL	3	NULL	NULL	NULL	NULL
28-CA-188493	McDonald's Restaurant McDonald's USA LLC as joint/single employer	CA	Closed	11/18/2016	12/5/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
29-CA-188538	Winthrop Management, Northwest Health, Inc., and Donnelly Mechanical Corp., individually, and as joint employers and	CA	Closed	11/21/2016	12/12/2016	2	Dismissal Non-adjus	NULL	NULL	NULL
13-CA-188570	500 W. Madison Street McDonald's and McDonald's USA, LLC, joint employers	CA	Closed	11/22/2016	12/20/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
19-CA-188637	Securitas Security Services USA, Inc. and Bechtel National, Inc. (joint employers)	CA	Closed	11/28/2016	12/27/2016	3	Dismissal Non-adjus	NULL	NULL	NULL
06-CA-189030	Meg-Nik, Inc. d/b/a McDonald's, and McDonald's USA, LLC, joint employers	CA	Closed	11/28/2016	6/13/2017	3	Dismissal Non-adjus	NULL	NULL	NULL
06-CA-189010	Rice Enterprises, LLC, A McDonald's Franchisee, and McDonald's USA, LLC, joint employers and Darren Robert/Roberts	CA	Closed	11/30/2016	12/13/2016	2	Dismissal Non-adjus	NULL	NULL	NULL
18-CA-188547	XCEL ENERGY AS A JOINT EMPLOYER WITH SECURITAS CRITICAL INFRASTRUCTURE SERVICES, INC.	CA	Closed	11/30/2016	11/17/2017	3	Dismissal Non-adjus	NULL	NULL	NULL
29-CA-189079	AEG Facilities LLC and AEG Management Brooklyn LLC, a Single Employer and Brooklyn Events Center LLC, joint employers	CA	Closed	12/2/2016	11/19/2018	2	Dismissal Non-adjus	NULL	NULL	NULL
13-CA-189171	2827 S. Cicero Avenue McDonald's and McDonald's USA, LLC, joint employers	CA	Closed	12/2/2016	10/19/2017	3	Dismissal Non-adjus	NULL	NULL	NULL
01-CA-189184	Regicare Management Group, a single and joint employer with Regicare of Prospect, Regicare of New Haven, Reg	CA	Closed	12/2/2016	10/19/2017	3	Dismissal Non-adjus	NULL	NULL	NULL
18-CA-189169	CSW, Inc. and Northern Concrete, as joint employers	CA	Closed	12/5/2016	10/19/2017	3	Dismissal Non-adjus	NULL	NULL	NULL
28-CA-189575	CSW, Inc. and Northern Concrete, as joint employers	CA	Closed	12/5/2016	10/19/2017	3	Dismissal Non-adjus	NULL	NULL	NULL
05-CA-189558	JHI and Associates LLC & AnyTime Services (joint employers)	CA	Closed	12/5/2016	3/13/2017	3	Dismissal Non-adjus	NULL	NULL	NULL
05-CA-189548	MCM Group Holdings, LLC d/b/a MCM Build / Green JobWorks, LLC (joint employer)	CA	Closed	12/5/2016	1/19/2017	3	Dismissal Non-adjus	NULL	NULL	NULL

31-CA-189714	D. Bailey Management Company, a McDonald's Franchisee, and McDonald's USA, LLC as Joint Employers	CA	Closed	12/6/2016	4/3/2018	3	Informal Settlement	NULL	NULL	NULL
29-CA-189805	Eger Healthcare and Rehabilitation Center and Morrison Community Living, a member of Compass Group North America	CA	Closed	12/6/2016	1/19/2018	2	Withdrawal Adjuste	NULL	NULL	NULL
06-CA-189810	Ish Foods, Inc., a McDonald's Franchisee, and McDonald's USA LLC, Joint Employers	CA	Closed	12/6/2016	12/19/2016	2	Withdrawal Non-adjust	NULL	NULL	NULL
21-CA-189422	TRANSIT AMERICA SERVICES, INC. and HERZOG TRANSIT SERVICES, INC. (JOINT EMPLOYERS)	CA	Closed	12/6/2016	2/10/2017	2	Dismissal Non-adjust	NULL	NULL	NULL
02-CA-189441	Philips Houses and Courtlandt Corners Housing Development Fund Corporation as single employer, and as joint emp	CA	Closed	12/7/2016	2/13/2017	3	Withdrawal Adjuste	NULL	NULL	NULL
10-CA-189502	Sun d/b/a McDonald's, as Joint and Single Employers	CA	Closed	12/8/2016	12/28/2016	3	Withdrawal Non-adjust	NULL	NULL	5/17/2017
10-CA-189576	Dixon Foods d/b/a McDonald's & McDonald's Corp., as Joint and Single Employers	CA	Closed	12/9/2016	6/20/2017	2	Withdrawal Non-adjust	NULL	NULL	NULL
31-CA-189593	HOSPITAL OF BARNSTOWN, d/b/a BARNSTOWN COMMUNITY HOSPITAL, COMMUNITY HEALTH SYSTEMS, INC., and COMMUNI	CA	Open	12/9/2016	NULL	1	NULL	NULL	NULL	NULL
02-CA-189593	COUNTRY AGENCY INC., AND ESPANADE PARTNERS LTD. d/b/a ESPANADE VENTURE PARTNERSHIP d/b/a THE ESPANA	CA	Open	12/13/2016	10/25/2017	3	Informal Settlement	NULL	NULL	NULL
22-CA-189539	Greyhound Lines Inc. and its subsidiary BoltBus as single and/or joint employers	CA	Closed	12/16/2016	NULL	3	NULL	NULL	NULL	NULL
01-CA-190046	Ferris Associates, LP, Greenwiche Park, LLC, Greenwiche Premier Services Corp., and Brenwood Hospitality, LLC, as Joint E	CA	Open	12/16/2016	3/19/2018	3	Withdrawal Adjuste	NULL	NULL	NULL
28-CA-190091	Winthrop Management, Northwest Health, Inc., and Paris Maintenance Company, Inc., individually and as joint employ	CA	Closed	12/16/2016	3/28/2017	3	Withdrawal Non-adjust	NULL	NULL	NULL
13-CA-190155	SunCoast Energy, Inc. and CBI Services, as joint employers	CA	Closed	12/19/2016	NULL	3	NULL	NULL	NULL	NULL
25-CA-190267	Falcon Trucking/Pacific Construction, Joint Employers	CA	Open	12/20/2016	8/22/2017	2	Informal Settlement	NULL	NULL	NULL
29-CA-190355	PWB Management Corp., I. H. Weiss Co. Ltd d/b/a Town House Specialty Cleaning Co. and The LVA Group Inc. as joint	CA	Closed	12/21/2016	12/21/2016	3	Dismissal Non-adjust	NULL	NULL	NULL
20-CA-190352	Research Corporation University of Hawaii and The National Astronomical Observatory of Japan as Single and Joint Em	CA	Closed	12/21/2016	8/1/2017	3	Informal Settlement	NULL	NULL	NULL
29-CA-190306	AEG Facilities LLC and AEG Management Brooklyn LLC a Single Employer, and Brooklyn Events Center LLC, Joint Empl	CA	Closed	12/22/2016	11/1/2017	3	Informal Settlement	NULL	NULL	NULL
13-CA-190337	Canady Enterprise Corp X d/b/a McDonald's 500 W. Madison St., Chicago, Illinois and McDonald's USA, LLC, Joint Empl	CA	Closed	12/22/2016	2/3/2017	3	Withdrawal Adjuste	NULL	NULL	NULL
02-CA-190417	GREATSHIELD, LLC AND PROSPECT MANAGEMENT, as single or joint employers	CA	Closed	12/27/2016	3/25/2017	3	Withdrawal Non-adjust	NULL	NULL	NULL
10-CA-190412	MAUI Workforce Solutions & BMW Manufacturing Co., as joint and single Employers	CA	Closed	12/28/2016	4/11/2017	3	Withdrawal Non-adjust	NULL	NULL	NULL
07-CA-190631	Michigan Bell Telephone Company and AT&T Services, Inc., joint Employers	CA	Open	12/28/2016	NULL	3	NULL	NULL	NULL	NULL
19-CA-190619	American Federation of Teachers, AFL-CIO d/b/a Washington State Nurses Organizing Project, and/or American Federa	CA	Open	12/29/2016	7/10/2017	3	Dismissal Non-adjust	NULL	NULL	NULL
09-CA-190743	Trump Vineyard Estates, LLC, MAS Labor H2A, LLC, Donald Trump and the Trump Corporation aka The Trump Organiz	CA	Open	1/3/2017	NULL	3	NULL	NULL	NULL	NULL
02-CA-190704	Twin America, LLC and City Lights NY LLC, a single Employer, and JAD Transportation, Inc., a joint Employer	CA	Open	1/5/2017	9/14/2017	3	Withdrawal Adjuste	NULL	NULL	NULL
05-CA-191104	Engineered Demolition LLC and Green JobWorks, LLC (Joint Employer)	CA	Closed	1/6/2017	3/21/2017	3	Informal Settlement	NULL	NULL	NULL
06-CA-190944	Ish Foods, Inc., a McDonald's franchisee, and McDonald's USA LLC, joint employers	CA	Closed	1/9/2017	6/22/2017	3	Informal Settlement	NULL	NULL	NULL
10-CA-191013	Comprehensive Logistics Co., Inc. and The Job Shoppe USA Inc., joint employers	CA	Closed	1/9/2017	6/22/2017	3	Informal Settlement	NULL	NULL	NULL
10-CA-191030	Comprehensive Logistics Co., Inc. and The Job Shoppe USA Inc., joint employers	CA	Closed	1/10/2017	6/22/2017	3	Informal Settlement	NULL	NULL	NULL
10-CA-191017	Comprehensive Logistics Co., Inc. and The Job Shoppe USA Inc., joint employers	CA	Closed	1/10/2017	6/22/2017	3	Informal Settlement	NULL	NULL	NULL
31-CA-191438	Toplite Building Services, Inc. and DWHMS, Inc. a single and/or joint employer	CA	Closed	1/18/2017	11/24/2017	3	Withdrawal Adjuste	NULL	NULL	NULL
20-CA-191590	Planet PrePro and Restoration Hardware and Exterme Reach, Inc., a joint employer	CA	Closed	1/19/2017	7/27/2017	3	Dismissal Non-adjust	NULL	NULL	NULL
12-CA-191527	RH US, LLC d/b/a Restoration Hardware and Planet PrePro LLC, a joint employer	CA	Closed	1/20/2017	6/13/2018	3	Withdrawal Non-adjust	NULL	NULL	NULL
18-CA-191511	Kinder Healthcare Operating, Inc./Kinder Health Services East, LLC as joint employers and/or Fundamental A	CA	Closed	1/20/2017	5/26/2017	1	Withdrawal Adjuste	NULL	NULL	NULL
29-CA-191726	Brooklyn Hospital Center and Grohman Healthcare Inc. as joint employers	CA	Closed	1/24/2017	NULL	3	NULL	NULL	NULL	NULL
19-CA-191729	Farell Associates, LP, Greenwiche Park, LLC, Greenwiche Premier Services Corp. and Brenwood Hospitality, LLC, as joint E	CA	Open	1/24/2017	4/2/2018	3	Informal Settlement	NULL	NULL	NULL
18-CA-191814	Securix Security Services USA, Inc. and Bechtel National, Inc., Joint Employers	CA	Closed	1/25/2017	8/30/2017	2	Withdrawal Non-adjust	NULL	NULL	NULL
29-CA-191933	Consolidated Fabcon Company of New York, Inc. and its Joint Employer, Nico Asphalt Paving, Inc. and its Alter ego, City	CA	Closed	1/26/2017	5/30/2017	3	Withdrawal Non-adjust	NULL	NULL	NULL
12-CA-192003	Council on Aging of St. Lucie, Inc. and FrankCrum 4, Inc. and FrankCrum Corporate Inc. as single and/or joint employ	CA	Closed	1/27/2017	3/16/2017	3	Withdrawal Non-adjust	NULL	NULL	NULL
19-CA-192073	Brenning Lodging & Hospitality, LLC d/b/a the Sheraton Netherland, Joint and/or single employee with Ashford TRS N	CA	Closed	1/30/2017	3/31/2017	3	Withdrawal Non-adjust	NULL	NULL	NULL
05-CA-192563	EAST COAST UNDERGROUND, INC. and PowerTeam Services, LLC as joint and single Employers	CA	Closed	1/31/2017	3/14/2018	3	Dismissal Non-adjust	NULL	NULL	NULL
21-CA-192552	CALIFORNIA CARTAGE COMPANY, LLC AND ORIENTAL TALLY COMPANY, INC., A SINGLE EMPLOYER, AND CORE EMPLOYEE	CA	Closed	2/1/2017	8/22/2017	3	Informal Settlement	NULL	NULL	NULL
29-CA-192350	PWB Management Corp., I. H. Weiss Co. Ltd d/b/a Town House Specialty Cleaning Co. and The LVA Group Inc. as joint	CA	Closed	2/1/2017	2/3/2017	2	Withdrawal Non-adjust	NULL	NULL	NULL
02-CA-192340	PWB Management, LVA Group Inc. and Town House Specialty Cleaning as joint employers	CA	Closed	2/1/2017	1/8/2018	3	Withdrawal Adjuste	NULL	NULL	NULL
19-CA-192335	Worker Center and Martin Luther King County Labor Council, AFL-CIO, a joint and/or single employer	CA	Closed	2/1/2017	4/27/2017	3	Dismissal Non-adjust	NULL	NULL	NULL
06-CA-192407	Dynegy Inc. and Dynegy Fayette II, LLC, a single and/or joint employer	CA	Closed	2/3/2017	6/26/2017	3	Withdrawal Adjuste	NULL	NULL	NULL
05-CA-192299	Four Seasons Hotel Washington, D.C. and Able Services, Joint Employers	CA	Closed	2/3/2017	3/30/2017	3	Withdrawal Non-adjust	NULL	NULL	NULL
29-CA-192461	Madison Security Group and its alter ego, or as a single employer with Swift Security Inc., & Silverstone Property Group	CA	Closed	2/10/2017	3/30/2017	3	Withdrawal Non-adjust	NULL	NULL	NULL
10-CA-192467	Comprehensive Logistics Co., Inc. and Source Providers, Inc., a Golden State successor of The Job Shoppe USA Inc., joint	CA	Closed	2/10/2017	3/30/2017	3	Withdrawal Non-adjust	NULL	NULL	NULL
10-CA-192853	Comprehensive Logistics Co., Inc. and Source Providers, Inc., a Golden State successor of The Job Shoppe USA Inc., joint	CA	Closed	2/10/2017	3/30/2017	3	Withdrawal Non-adjust	NULL	NULL	NULL
10-CA-192868	Comprehensive Logistics Co., Inc. and Source Providers, Inc., a Golden State successor of The Job Shoppe USA Inc., joint	CA	Closed	2/10/2017	3/30/2017	3	Withdrawal Non-adjust	NULL	NULL	NULL
10-CA-192860	Comprehensive Logistics Co., Inc. and Source Providers, Inc., a Golden State successor of The Job Shoppe USA Inc., joint	CA	Closed	2/10/2017	3/30/2017	3	Withdrawal Non-adjust	NULL	NULL	NULL
15-CA-192828	Suretemp, LLC and Metro Service Group, Inc., a Joint Employer	CA	Open	2/10/2017	NULL	3	NULL	NULL	NULL	NULL
01-CA-192801	Teneco Service Industries, Inc. and Fluor Corporation, individually and as joint employers	CA	Closed	2/10/2017	4/28/2017	2	Withdrawal Non-adjust	NULL	NULL	NULL
22-CA-192001	Greyhound Lines Inc. d/b/a BoltBus as Single and/or joint employers	CA	Closed	2/13/2017	10/26/2017	3	Withdrawal Adjuste	NULL	NULL	NULL
21-CA-193125	CONTAINER FREIGHT UNIT, LLC & DESERT EMPLOYERS, JOINT EMPLOYERS	CA	Closed	2/13/2017	3/14/2018	2	Dismissal Non-adjust	NULL	NULL	NULL
07-CA-193075	FCA US LLC and ZF Friedrichschafen Ase Drives, Joint Employers	CA	Closed	2/14/2017	6/22/2017	3	Dismissal Non-adjust	NULL	NULL	NULL
18-CA-193047	The Pavilion at Glacier Valley and Fundamental Administrative Services, LLC as joint employers and/or Fundamental A	CA	Closed	2/14/2017	3/30/2017	1	Withdrawal Non-adjust	NULL	NULL	NULL
31-CA-193129	Toplite Building Services, Inc. and DWHMS, Inc., a single and/or joint employer	CA	Open	2/14/2017	NULL	2	NULL	NULL	NULL	NULL
07-CA-193197	FCA US LLC and ZF Friedrichschafen Ase Drives - Joint Employers	CA	Closed	2/15/2017	7/9/2017	3	Withdrawal Adjuste	NULL	NULL	NULL
28-CA-193314	FreedomRoads, LLC and Arizona RV Centers, LLC, Joint Employers	CA	Open	2/17/2017	6/20/2017	2	Dismissal Non-adjust	NULL	NULL	NULL
07-CA-193459	FCA US LLC and ZF Friedrichschafen Ase Drives - Joint Employers	CA	Closed	2/21/2017	1/5/2018	3	Dismissal Adjusted	NULL	NULL	NULL
08-CA-193354	Krybant National Association and Genesis 10, as joint Employers	CA	Closed	2/21/2017	NULL	2	NULL	NULL	NULL	NULL
15-CA-193444	Xavier University of Louisiana and University Medical Center of New Orleans, separately, and/or as joint employers	CA	Open	2/23/2017	6/28/2017	3	Withdrawal Non-adjust	NULL	NULL	NULL
15-CA-193606	Midwest National Group, LLC and Sunlight Corporation, as joint Employers	CA	Open	3/2/2017	8/1/2017	3	Withdrawal Adjuste	NULL	NULL	NULL
02-CA-194108	Petwill XIII, Inc. & McDonald's USA, LLC, as joint or single employer	CA	Closed	3/19/2017	4/11/2017	1	Withdrawal Non-adjust	NULL	NULL	NULL
04-CA-194153	Alam Associates and Cambridge Hall, as joint employers	CA	Closed	3/19/2017	3/7/2017	3	Dismissal Non-adjust	NULL	NULL	NULL
19-CA-194408	Life Fitness Corporate Office/Construction Division Joint Employer IC Sons Inc.	CA	Closed	3/19/2017	5/8/2017	3	Dismissal Non-adjust	NULL	NULL	NULL
14-CA-194547	Has Brothers Construction, Inc. joint employer with Allegis Group d/b/a Aerotek	CA	Closed	3/19/2017	5/9/2017	2	Withdrawal Adjuste	NULL	NULL	NULL
16-CA-194696	Federal Steel & Erection Co. and Phillips 66 Company, joint Employer	CA	Closed	3/19/2017	5/9/2017	2	Withdrawal Non-adjust	NULL	NULL	NULL
16-CA-194696	Core Personnel Staffing & Midwest Maintenance, as joint and single Employers	CA	Closed	3/19/2017	5/9/2017	2	Withdrawal Non-adjust	NULL	NULL	NULL

02-CA-195031	COUNTY AGENCY INC. AND ESPANADE PARTNERS LTD. d/b/a ESPANADE VENTURE PARTNERSHIP d/b/a THE ESPANADE	CA	Open	3/9/2017	NULL	3	NULL	NULL	NULL	NULL
10-CA-194586	MAU Workforce Solutions & Mercedes-Benz Vans, as joint and single employers	CA	Closed	3/10/2017	9/17/2017	3	Dismissal Non-adjust	NULL	NULL	NULL
04-CA-194633	Tenita Technologies, LLC, Prime Rock Energy Capital, LLC, and Preferred Proponents, LLC d/b/a Preferred Sands, (Joint E	CA	Open	3/15/2017	NULL	3	NULL	NULL	NULL	NULL
29-CA-194616	J and J Farms Creamery, Gowanau Staffing, Inc. a single or joint employer	CA	Closed	3/16/2017	10/30/2017	3	Dismissal Non-adjust	NULL	NULL	NULL
29-CA-195095	Shred-it USA, Inc. a wholly owned subsidiary of Stericycle, Inc., and Stericycle, Inc. Joint Employers	CA	Closed	3/17/2017	2/6/2018	3	Informal Settlement	NULL	NULL	NULL
25-CA-195035	Variant Supply Chain and BSN/LUDS Joint Employers	CA	Closed	3/17/2017	6/6/2017	2	Informal Settlement	NULL	NULL	NULL
25-CA-195215	Variant Supply Chain and BSN/LUDS Joint Employers	CA	Closed	3/17/2017	6/26/2017	2	Informal Settlement	NULL	NULL	NULL
31-CA-195623	Wildfire Studios, LLC as a single or joint employer, or alter ego of Some Magic, Inc.	CA	Closed	3/24/2017	6/26/2018	2	Informal Settlement	NULL	NULL	NULL
29-CA-195616	AEG Facilities LLC and AEG Management Brooklyn LLC, a single employer and Brooklyn Events Center LLC, Joint Empl	CA	Closed	3/27/2017	11/2/2017	3	Informal Settlement	NULL	NULL	NULL
21-CA-195691	CALIFORNIA CARTAGE COMPANY, LLC, and ORIENT TALLY COMPANY, INC., A SINGLE EMPLOYER, AND CORE EMPLOYEE	CA	Closed	3/27/2017	5/4/2017	3	Withdrawal Adjust	NULL	NULL	NULL
05-CA-195813	Retro Environmental, Inc./Rath Enterprises, Inc./2&H Demolition, LLC (Joint Employers)	CA	Closed	3/27/2017	5/31/2017	3	Informal Settlement	NULL	NULL	NULL
01-CA-195657	Regal Care Management Group LLC a single and joint employer with RegalCare of New Haven, RegalCare of West Hav	CA	Closed	3/28/2017	2/6/2018	3	Informal Settlement	NULL	NULL	NULL
28-CA-195682	Shred It USA, Inc. a wholly owned subsidiary of Stericycle, inc., and Stericycle, Inc. Joint Employers	CA	Closed	3/28/2017	4/21/2017	3	Dismissal Non-adjust	NULL	NULL	NULL
14-CA-195117	Trillium Staffing Solutions and Richards Building Supply Co., Joint Employers	CA	Closed	3/29/2017	11/17/2017	2	Dismissal Non-adjust	NULL	NULL	NULL
13-CA-195786	Flintore Hospitality and Doubletree Oak Brook, Joint employers	CA	Closed	3/29/2017	6/20/2017	2	Dismissal Non-adjust	NULL	NULL	NULL
08-CA-195507	Healthcare Service Group, Inc. (Healthcare Services), Communicare Health Services d/b/a Advanced Healthcare (Com	CA	Closed	3/29/2017	6/20/2017	2	Dismissal Non-adjust	NULL	NULL	NULL
31-CA-196212	Pacific Harvest, Inc./Aplo, Inc., as Joint Employer	CA	Closed	3/29/2017	30/27/2017	1	Dismissal Non-adjust	NULL	NULL	NULL
13-CA-195770	Yanetti Gonzalez d/b/a ABS LLC and/or its alter ego ABS LLC and Interpark, LLC Joint employers	CA	Closed	3/30/2017	4/13/2018	1	Dismissal Non-adjust	NULL	NULL	NULL
12-CA-195881	Council on Aging of St. Lucie, Inc. and FrankCrum 4, Inc. and FrankCrum Corporate, Inc. as single and/or joint employer	CA	Closed	3/31/2017	5/9/2017	3	Withdrawal Adjust	NULL	NULL	NULL
31-CA-196130	Pacific Harvest, Inc./Aplo, Inc., as Joint Employer	CA	Closed	4/4/2017	6/27/2017	2	Dismissal Non-adjust	NULL	NULL	NULL
01-CA-196247	Atlantic Cape Fisheries and B's Temp Service, Inc. as Joint Employers	CA	Closed	4/4/2017	2/15/2018	2	Informal Settlement	NULL	NULL	NULL
10-CA-196223	Plumbers and Steamfitters Local 760, Plumbers and Steamfitters Local 760, Health and Welfare Plan, Plumbers and St	CA	Open	4/4/2017	NULL	3	NULL	NULL	NULL	NULL
02-CA-196228	Twin America, LLC and City Lights NY LLC, a Single Employer, and JAD Transportation, Inc., a Joint Employer	CA	Closed	4/10/2017	5/11/2017	2	Dismissal Non-adjust	NULL	NULL	NULL
07-CA-196592	General Motors LLC and G&S Secure Solutions (USA), Inc., Joint Employers	CA	Closed	4/11/2017	6/23/2017	2	Dismissal Non-adjust	NULL	NULL	NULL
06-CA-196588	Giant Eagle, Inc. and Marcoberto Markets, Inc. d/b/a Giant Eagle, Joint Employers	CA	Closed	4/12/2017	5/22/2017	2	Dismissal Non-adjust	NULL	NULL	NULL
29-CA-196711	Shinda Management, Co. and TPT Brooklyn Associates, LLC, as joint employer and Brooklyn Events Center LLC, Joint Empl	CA	Closed	4/14/2017	2/13/2018	3	Informal Settlement	NULL	NULL	NULL
29-CA-196827	AEG Facilities LLC and AEG Management Brooklyn LLC, a single employer and Brooklyn Events Center LLC, Joint Empl	CA	Closed	4/14/2017	9/29/2017	3	Dismissal Non-adjust	NULL	NULL	NULL
29-CA-196836	AEG Facilities LLC and AEG Management Brooklyn LLC, a single employer and Brooklyn Events Center LLC, Joint Empl	CA	Closed	4/17/2017	2/6/2018	3	Informal Settlement	NULL	NULL	NULL
29-CA-197025	Shred-It USA, Inc. a wholly owned subsidiary of Stericycle, Inc., and Stericycle, Inc. Joint Employers	CA	Closed	4/18/2017	5/10/2018	3	Dismissal Non-adjust	NULL	NULL	NULL
10-CA-197031	MAU Workforce Solutions & Mercedes-Benz Vans, as joint and single employers	CA	Closed	4/19/2017	6/23/2017	3	Withdrawal Adjust	NULL	NULL	NULL
02-CA-197117	480 Central Park West Condominium and First Service Residential as joint employers	CA	Closed	4/19/2017	7/20/2017	3	Dismissal Non-adjust	NULL	NULL	NULL
22-CA-197207	FRKC Tyne Worldwide and its Subsidiary Flyte Line Transportation as single and/or joint employers	CA	Closed	4/19/2017	7/20/2017	3	Dismissal Non-adjust	NULL	NULL	NULL
13-CA-197138	River North Parking, Reliable, Prime Parking, J East Oak Partners, Ruto Group, and Buddy's Parking Joint Employers	CA	Closed	4/20/2017	6/11/2018	1	Dismissal Non-adjust	NULL	NULL	NULL
02-CA-197299	Hupoco, LLC 815 Broadway NYC, LLC Hummus on 8th, LLC Heagdon Hospitality, LLC, d/b/a Hummus and Pita Co. (Joint	CA	Closed	4/21/2017	7/24/2017	2	Dismissal Non-adjust	NULL	NULL	NULL
29-CA-197312	BB&H Photo & Electronics Corp. and R & J Crew Inc., as Joint Employers	CA	Closed	4/21/2017	6/16/2017	2	Dismissal Non-adjust	NULL	NULL	NULL
31-CA-197502	Douglas Emmett, ABM On-Site Services-West d/b/a ABM Engineering Service & Building Owners & Managers Association	CA	Closed	4/24/2017	6/16/2017	2	Dismissal Non-adjust	NULL	NULL	NULL
31-CA-197478	Douglas Emmett, Crown Energy Service d/b/a Able Engineering Service, & Building Owners & Managers Association as JC	CA	Closed	4/24/2017	6/23/2017	3	Withdrawal Adjust	NULL	NULL	NULL
02-CA-197541	Related Companies and Fishman Construction Corp. as joint employers	CA	Closed	4/29/2017	NULL	3	NULL	NULL	NULL	NULL
10-CA-197692	MAU Workforce Solutions & Mercedes-Benz Vans, as joint and single employers	CA	Closed	4/29/2017	7/13/2017	2	Dismissal Non-adjust	NULL	NULL	NULL
05-CA-198021	East Coast Underground, Inc. and Power Team Services, LLC as joint and single employers	CA	Closed	5/1/2017	9/27/2017	3	Dismissal Non-adjust	NULL	NULL	NULL
10-CA-197998	Westco Petroleum, Inc. and Power Team Services, LLC as joint and single employers	CA	Closed	5/1/2017	6/13/2017	3	Dismissal Non-adjust	NULL	NULL	NULL
31-CA-198218	Pacific Harvest, Inc./Aplo, Inc., as Joint Employer	CA	Closed	5/3/2017	7/18/2017	2	Dismissal Non-adjust	NULL	NULL	NULL
29-CA-198177	AEG Facilities LLC and AEG Management Brooklyn LLC, a single employer and Brooklyn Events Center LLC, Joint Empl	CA	Closed	5/4/2017	1/10/2018	3	Informal Settlement	NULL	NULL	NULL
29-CA-198192	AEG Facilities LLC and AEG Management Brooklyn LLC, a single employer and Brooklyn Events Center LLC, Joint Empl	CA	Closed	5/4/2017	1/10/2018	3	Informal Settlement	NULL	NULL	NULL
29-CA-198194	AEG Facilities LLC and AEG Management Brooklyn LLC, a single employer and Brooklyn Events Center LLC, Joint Empl	CA	Closed	5/4/2017	1/10/2018	3	Informal Settlement	NULL	NULL	NULL
13-CA-198133	APL Logistics and Progress Rail, Single and Joint Employers	CA	Closed	5/4/2017	12/8/2017	2	Informal Settlement	NULL	NULL	NULL
29-CA-198130	BA Baseball Co., LLC d/b/a Queens Ballpark Co., LLC and First Quality Maintenance, L/P, d/b/a Alliance Building Service	CA	Closed	5/4/2017	8/2/2017	3	Dismissal Non-adjust	NULL	NULL	NULL
12-CA-198184	Leapforce, Inc. and Google, Inc., Joint Employers	CA	Closed	5/5/2017	12/18/2017	2	Dismissal Non-adjust	NULL	NULL	NULL
06-CA-198261	PG Publishing Company, Inc. and Block Communications, Inc., a single employer and joint employer	CA	Closed	5/5/2017	2/20/2018	3	Dismissal Non-adjust	NULL	NULL	NULL
18-CA-198436	Pierce Manufacturing, Inc. and K&N Services as joint employers	CA	Closed	5/9/2017	NULL	3	NULL	NULL	NULL	NULL
01-CA-198705	Bob's Tire Co., Inc. and B.J.'s Service Company (A JOINT EMPLOYER)	CA	Open	5/11/2017	NULL	2	NULL	NULL	NULL	NULL
01-CA-198758	Bob's Tire Co., Inc. and B.J.'s Service Company (A JOINT EMPLOYER)	CA	Closed	5/12/2017	7/29/2017	2	Dismissal Non-adjust	NULL	NULL	NULL
10-CA-198723	Plumbers and Steamfitters Local 760, Plumbers and Steamfitters Local 760, Health and Welfare Plan, Plumbers and St	CA	Closed	5/15/2017	2/15/2018	2	Informal Settlement	NULL	NULL	NULL
19-CA-198748	Remington Lodging and Hospitality, LLC, d/b/a the Sheraton Anchorage Joint and/or Single Employer with Ashford TRS	CA	Open	5/15/2017	NULL	2	NULL	NULL	NULL	NULL
06-CA-198811	CM Energy GP and its subsidiaries CM Energy Holdings, LP and CM Energy Facilities LP, Commestone Labor Services, In	CA	Open	5/16/2017	NULL	3	NULL	NULL	NULL	NULL
04-CA-198844	2305 Flamingo Road Operations LLC d/b/a Marcella Center and Power Paving II, Inc. Joint Employers/Single Integrated Empl	CA	Closed	5/17/2017	12/6/2017	3	Dismissal Non-adjust	NULL	NULL	NULL
13-CA-198963	GA Paving, LLC and Power Paving Construction, Inc. and Power Paving II, Inc. Joint Employers/Single Integrated Empl	CA	Closed	5/18/2017	9/21/2017	2	Dismissal Non-adjust	NULL	NULL	NULL
31-CA-200798	ABM Business and Industry (Trainer Corporate Center) and DEL Douglas Emmett, as Joint Employers	CA	Closed	5/18/2017	9/21/2017	2	Dismissal Non-adjust	NULL	NULL	NULL
31-CA-200793	Crown Energy Service d/b/a Able Engineering Services (Whisper Palisades) and DEL Douglas Emmett, as Joint Empl	CA	Closed	5/18/2017	9/28/2017	2	Dismissal Non-adjust	NULL	NULL	NULL
19-CA-199094	Leapforce Inc. and Google, Inc. Joint Employers	CA	Closed	5/18/2017	11/24/2017	2	Dismissal Non-adjust	NULL	NULL	NULL
20-CA-199114	Planet PrePro and Restoration Hardware, as joint employers	CA	Open	5/18/2017	NULL	3	NULL	NULL	17/24/2018	NULL
07-CA-199193	Shenstar Delivery LTD, Gold Standard Transportation and Amazon Logistics, Inc., Joint Employers	CA	Open	5/18/2017	NULL	3	NULL	NULL	3/22/2018	NULL
07-CA-199146	Grand Blanc Rehab Center, LLC a/a/a Genesee Care Center and The Wellbridge Group, Inc., as Joint Employers	CA	Closed	5/19/2017	5/16/2018	2	Dismissal Non-adjust	NULL	NULL	NULL
07-CA-199140	Grand Blanc Rehab Center, LLC a/a/a Genesee Care Center and The Wellbridge Group, Inc., as Joint Employers	CA	Closed	5/19/2017	5/16/2018	2	Dismissal Non-adjust	NULL	NULL	NULL
29-CA-199162	AEG Facilities LLC and AEG Management Brooklyn LLC, a single employer and Brooklyn Events Center LLC, Joint Empl	CA	Closed	5/22/2017	9/29/2017	3	Dismissal Non-adjust	NULL	NULL	NULL
07-CA-199184	Parera, LLC and Parera Bread Company and Marina Development Group, LLC, and Bread of Life, LLC, d/b/a Parera Br	CA	Closed	5/22/2017	6/27/2017	3	Dismissal Non-adjust	NULL	NULL	NULL
09-CA-199533	BRASFIELD & GORRIE, LLC AND PROFESSIONAL DRYWALL CONCEPTS, INC. AND PERFORMANCE COMMERCIAL CONTRAI	CA	Closed	5/24/2017	7/19/2017	3	Dismissal Non-adjust	NULL	NULL	NULL
09-CA-199392	PROFESSIONAL DRYWALL CONCEPTS, INC. AND PERFORMANCE COMMERCIAL CONTRACTORS, LLC JOINT EMPLOYERS	CA	Open	5/24/2017	NULL	2	NULL	NULL	NULL	NULL
31-CA-199679	Hospital of Barstow, Inc., d/b/a Barstow Community Hospital, Community Health Systems, Inc., and/or Community He	CA	Open	5/26/2017	NULL	2	NULL	NULL	NULL	NULL
05-CA-199590	Retro Environmental, Inc./Green JobWorks, LLC (Joint Employers)	CA	Open	5/26/2017	NULL	2	NULL	NULL	3/28/2018	NULL

28-CA-199822	Shred-It USA, Inc. a wholly owned subsidiary of Stericycle, Inc., and Stericycle, Inc. Joint employers	CA	Closed	5/31/2017	2/16/2018	3	Informal Settlement	NULL	NULL	NULL
05-CA-200166	Demolition and Asbestos Removal Inc./East Coast Staffing Inc. (Joint Employers)	CA	Closed	6/5/2017	12/27/2017	3	Dismissal Non-Adjust	NULL	NULL	NULL
08-CA-200209	Ish Foods, Inc., a McDonald's Franchisee, and McDonald's USA LLC, Joint Employers	CA	Closed	6/5/2017	8/25/2017	3	Withdrawal Non-Adjust	NULL	NULL	NULL
31-CA-200237	Pacific Harvest, Inc./Aplo, Inc., as joint employer	CA	Closed	6/5/2017	6/7/2018	3	Dismissal Non-Adjust	NULL	NULL	NULL
32-CA-200257	Select Staffing, HI Professional Products, Inc., Joint employers	CA	Closed	6/5/2017	6/15/2017	3	Withdrawal Non-Adjust	NULL	NULL	3/16/2018
31-CA-200228	Pacific Harvest, Inc./Aplo, Inc., as joint employer	CA	Open	6/6/2017	NULL	3	NULL	NULL	NULL	NULL
09-CA-200260	PROFESSIONAL DRYWALL CONCEPTS, INC. AND PERFORMANCE COMMERCIAL CONTRACTORS, LLC AS JOINT EMPLOYER	CA	Open	6/7/2017	NULL	3	NULL	NULL	NULL	NULL
09-CA-200265	PROFESSIONAL DRYWALL CONCEPTS, INC. AND PERFORMANCE COMMERCIAL CONTRACTORS, LLC AS JOINT EMPLOYER	CA	Closed	6/9/2017	7/24/2017	2	Withdrawal Non-Adjust	NULL	NULL	NULL
31-CA-200495	Pacific Harvest, Inc./Aplo, Inc., as joint employer	CA	Closed	6/12/2017	10/31/2017	3	Dismissal Non-Adjust	NULL	NULL	NULL
06-CA-200437	CM Energy GP and its subsidiaries CM Energy Holdings, LP, CM Energy Facilities, LP and CM Energy Operations, LP, and CM Energy GP and its subsidiaries CM Energy Holdings, LP, CM Energy Facilities, LP and CM Energy Operations, LP, and	CA	Open	6/12/2017	NULL	3	NULL	NULL	NULL	NULL
06-CA-200465	Communication Workers of America Locals 9003 and 9505, as joint employers	CA	Closed	6/12/2017	7/28/2017	3	Withdrawal Adjust	NULL	NULL	NULL
31-CA-200543	Sherratt Delivery LTD, Gold Standard Transportation and Amazon, Logistics, Inc., Joint Employers	CA	Open	6/12/2017	NULL	3	NULL	NULL	NULL	NULL
07-CA-200543	Olsen Brothers Exterminating, Inc. and Olsen Brothers Trucking, Inc., a joint and/or single employer	CA	Closed	6/14/2017	1/18/2018	3	Informal Settlement	NULL	NULL	NULL
10-CA-200718	Plumbers and Steamfitters Local 760, Plumber and Steamfitters Local 760, Health and Welfare Plan, Plumber and Stea	CA	Closed	6/15/2017	7/27/2017	2	Withdrawal Non-Adjust	NULL	NULL	NULL
31-CA-200906	Pacific Harvest, Inc./Aplo, Inc., as a joint employer	CA	Closed	6/15/2017	9/8/2017	3	Withdrawal Adjust	NULL	NULL	NULL
28-CA-200779	Purple Communications, Inc., & SPURS, LLC, dba ZVRS, Joint employers	CA	Closed	6/15/2017	7/19/2017	3	Withdrawal Adjust	NULL	NULL	NULL
12-CA-200709	Select Staffing and HI Promotional Products, Inc., Joint Employers	CA	Closed	6/15/2017	8/10/2017	3	Withdrawal Non-Adjust	NULL	NULL	NULL
08-CA-200977	Green Electrical Contractors, LLC and its alter ego/joint/single employer Green Oil and Gas Resources, LLC	CA	Closed	6/20/2017	7/24/2017	1	Withdrawal Adjust	NULL	NULL	NULL
08-CA-200979	The Woodlands of Ocean Pines and Catered Living of Ocean Pines as joint and single employers	CA	Closed	6/22/2017	11/30/2017	3	Withdrawal Adjust	NULL	NULL	NULL
05-CA-201164	Keystone Star Management Inc. and Crown Hotels, Inc. d/b/a Hampton Inn., a single and/or joint employers	CA	Closed	6/22/2017	1/23/2018	1	Informal Settlement	NULL	NULL	NULL
08-CA-201133	Plumbers and Steamfitters Local 760, Plumbers and Steamfitters Local 760, Health and Welfare Plan, Plumbers and St	CA	Closed	6/23/2017	2/15/2018	3	Withdrawal Adjust	NULL	NULL	NULL
01-CA-201180	Bob's Tire Co., Inc. and B.J.'s Service Company, Inc. (A Joint Employer)	CA	Closed	6/23/2017	3/16/2018	3	Dismissal Non-Adjust	NULL	NULL	NULL
21-CA-201215	CALIFORNIA CARTAGE COMPANY, LLC AND ORIENT TALLY COMPANY, INC., A SINGLE EMPLOYER, AND CORE EMPLOYEE	CA	Closed	6/28/2017	8/30/2017	3	Withdrawal Adjust	NULL	NULL	NULL
10-CA-201452	Lanter Delivery Systems a joint employer with Prologis	CA	Closed	6/28/2017	7/20/2017	3	Withdrawal Non-Adjust	NULL	NULL	NULL
28-CA-201462	Planet Hollywood, Las Vegas Metropolitan Police Department & Judge Joe Bonaventura a Joint-Multi-Employer Entity.	CA	Closed	6/28/2017	8/30/2017	3	Withdrawal Adjust	NULL	NULL	NULL
10-CA-201465	Prologis a joint employer with Lanter Delivery Systems	CA	Open	7/3/2017	NULL	3	NULL	NULL	NULL	NULL
02-CA-201747	9th Avenue Hotel Property Holding d/b/a Casa Hotel Times Square, VIP Concierge and A&R Building Solutions, as joint	CA	Open	7/3/2017	5/10/2018	2	Informal Settlement	NULL	NULL	NULL
02-CA-201748	9th Avenue Hotel Property Holding d/b/a Casa Hotel Times Square, VIP Concierge and A&R Building Solutions, as joint	CA	Open	7/5/2017	9/21/2017	2	Withdrawal Non-Adjust	NULL	NULL	NULL
31-CA-2020799	MAW Workforce Solutions and Mercedes-Benz Vans LLC, Joint and single employers	CA	Closed	7/7/2017	9/21/2017	2	Withdrawal Non-Adjust	NULL	NULL	NULL
31-CA-2020792	ABM Business and Industry and DEI, Douglas Emmert, as Joint Employers	CA	Closed	7/7/2017	7/24/2017	2	Withdrawal Non-Adjust	NULL	NULL	NULL
14-CA-202012	Crown Energy Service d/b/a Able Engineering Services and DEI, Douglas Emmert, as Joint Employers	CA	Closed	7/7/2017	7/24/2017	2	Withdrawal Non-Adjust	NULL	NULL	NULL
15-CA-202176	P&P Restaurants Inc. d/b/a McDonald's and McDonald's, as Joint and Single Employers	CA	Closed	7/10/2017	8/9/2017	1	Dismissal Non-Adjust	NULL	NULL	NULL
29-CA-202428	CLB Investment LLC d/b/a McDonald's and McDonald's, as Joint Employers	CA	Closed	7/13/2017	2/27/2018	3	Informal Settlement	NULL	NULL	NULL
29-CA-202402	AEG Facilities LLC and AEG Management Brooklyn LLC, Single Employer and Brooklyn Events Center LLC, Joint Employe	CA	Closed	7/13/2017	8/4/2017	3	Informal Settlement	NULL	NULL	NULL
16-CA-202450	AEG Facilities LLC and AEG Management Brooklyn, LLC, Single Employer and Brooklyn Events Center LLC, Joint Employe	CA	Closed	7/14/2017	11/30/2017	2	Withdrawal Non-Adjust	NULL	NULL	NULL
01-CA-202378	CARE Management, LLC as a single and joint employer with CHS/NUIT POINT CARE CENTER LLC d/b/a TOUCHPOINTS	CA	Closed	7/17/2017	10/30/2017	2	Withdrawal Non-Adjust	NULL	NULL	NULL
04-CA-202541	Acetech/THM Group as Joint Employers	CA	Closed	7/17/2017	1/25/2018	3	Informal Settlement	NULL	NULL	NULL
29-CA-202557	Clean Image Co. Inc. and PCT, Joint employers	CA	Closed	7/19/2017	9/18/2017	3	Dismissal Non-Adjust	NULL	NULL	NULL
31-CA-202846	Part Regent Condominium and All Area Realty as a single or joint employer	CA	Closed	7/20/2017	10/30/2017	3	Dismissal Non-Adjust	NULL	NULL	NULL
06-CA-202903	Pacific Harvest, Inc./Aplo, Inc., as joint employer	CA	Closed	7/21/2017	2/7/2018	3	Withdrawal Non-Adjust	NULL	NULL	NULL
06-CA-202955	CM Energy GP and its subsidiaries CM Energy Holdings, LP, CM Energy Facilities, LP, and CM Energy Operations, LP, and	CA	Open	7/21/2017	NULL	3	NULL	NULL	NULL	NULL
29-CA-202971	Professional Drywall Concepts, Inc. and Performance Commercial Contractors, LLC as Joint Employers	CA	Closed	7/24/2017	2/16/2018	3	Dismissal Non-Adjust	NULL	NULL	NULL
10-CA-202966	AEG Facilities, LLC and AEG Management Brooklyn, LLC and Brooklyn Events Center, LLC, Joint Employers	CA	Closed	7/24/2017	2/13/2018	3	Informal Settlement	NULL	NULL	NULL
02-CA-203161	Plumbers and Steamfitters Local 760, Plumbers and Steamfitters Local 760, Health and Welfare Plan, Plumbers and St	CA	Closed	7/26/2017	2/15/2018	3	Informal Settlement	NULL	NULL	NULL
15-CA-203169	Trade Off, LLC and Humphrey Rich Construction Group, Inc. (as joint employers)	CA	Open	7/26/2017	NULL	3	NULL	NULL	NULL	NULL
22-CA-203448	Cardinale HMI, LLC d/b/a Merits Health Northwest Mississippi and HHS Environmental Services, LLC as a single and/or	CA	Open	7/31/2017	3/14/2018	3	Dismissal Non-Adjust	NULL	NULL	NULL
02-CA-203611	Lifetime Brands, Inc. and Brockhouse Staffing, Inc., as joint employers	CA	Closed	8/1/2017	9/29/2017	2	Withdrawal Non-Adjust	NULL	NULL	NULL
02-CA-203620	Purchase College Association and joint employers SUNY Purchase and the SUNY system in its entirety	CA	Closed	8/1/2017	9/29/2017	3	Withdrawal Non-Adjust	NULL	NULL	NULL
01-CA-203805	PeaceHealth d/b/a PeaceHealth Sacred Heart Medical Center, and Quest Diagnostics, Inc., Joint Employers	CA	Closed	8/4/2017	8/23/2017	2	Withdrawal Adjust	NULL	NULL	NULL
29-CA-204025	Bob's Tire Co., Inc. and B.J.'s Service Company, Inc. (A Joint Employer)	CA	Open	8/7/2017	NULL	3	NULL	NULL	NULL	NULL
22-CA-204143	EEG SCHWEMER (SCHWEMER, INC.) AND PRIME SKILLS STAFFING SERVICES, MORENO VALLEY BRANCH AS A SINGLE AND/O	CA	Closed	8/9/2017	1/19/2018	3	Withdrawal Adjust	NULL	NULL	NULL
20-CA-204114	Moona Surfider and Marriott International, Inc. as single or joint employers	CA	Closed	8/10/2017	9/22/2017	3	Dismissal Non-Adjust	NULL	NULL	NULL
20-CA-204133	Plumbers and Steamfitters Union Local 760, Joint and/or single employer	CA	Closed	8/10/2017	11/30/2017	2	Withdrawal Non-Adjust	NULL	NULL	NULL
20-CA-204117	Sheraton Maui Resort and Marriott International, Inc. as single or joint employers	CA	Closed	8/10/2017	2/15/2018	2	Informal Settlement	NULL	NULL	NULL
20-CA-204118	Sheraton Maui Resort and Marriott International, Inc. as single or joint employers	CA	Closed	8/10/2017	11/30/2017	2	Withdrawal Non-Adjust	NULL	NULL	NULL
20-CA-204115	Sheraton Princess Kaiulani Hotel and Marriott International, Inc. as single or joint employers	CA	Closed	8/10/2017	11/30/2017	2	Withdrawal Non-Adjust	NULL	NULL	NULL
20-CA-204113	Sheraton Waikiki Hotel and Marriott International, Inc. as single or joint employers	CA	Closed	8/10/2017	11/30/2017	2	Withdrawal Non-Adjust	NULL	NULL	NULL
33-CA-204155	The Royal Hawaiian and Marriott International, Inc. as single or joint employers	CA	Closed	8/10/2017	11/30/2017	2	Withdrawal Non-Adjust	NULL	NULL	NULL
02-CA-204308	TRINET HR III, INC./LATEEVA, INC., AS JOINT EMPLOYER	CA	Open	8/10/2017	NULL	2	NULL	NULL	NULL	NULL
15-CA-204678	Mount Sinai, Beth Israel, and NY Eye and Ear, individually and single and joint employers	CA	Closed	8/14/2017	10/26/2017	2	Withdrawal Adjust	NULL	NULL	NULL
02-CA-204825	Starbright Corporation and Underarmament Group, LLC, as joint employers	CA	Open	8/16/2017	NULL	1	NULL	NULL	NULL	NULL
19-CA-204762	The Woodlands of Ocean Pines and Catered Living of Ocean Pines as joint and single employers	CA	Closed	8/21/2017	11/30/2017	3	Withdrawal Adjust	NULL	NULL	NULL
10-CA-204967	605 Cleaning Service Co. II LP and Fisher Brothers Management Co. LLC, A Single Employer and/or Joint Employer	CA	Open	8/21/2017	NULL	3	NULL	NULL	NULL	NULL
28-CA-204885	Plumbers and Steamfitters Union, Local 760, Joint and/or Single Employer with Plumbers and Steamfitters Union, Loc	CA	Closed	8/23/2017	10/20/2017	2	Withdrawal Non-Adjust	NULL	NULL	NULL
	Thiagaraj Construction LLC & Bellance Test & Technology LLC, Joint Employers	CA	Closed	8/23/2017	2/15/2018	2	Informal Settlement	NULL	NULL	NULL
		CA	Closed	8/23/2017	10/27/2017	2	Withdrawal Non-Adjust	NULL	NULL	NULL

06-CA-205080	Stevensville Haven United Partnership d/b/a Stevensville Center and Healthcare Services Group, Inc. (HSCG), a Joint Em	CA	Closed	8/24/2017	11/21/2017	2	Withdrawal Non-adjus	NULL	NULL
16-CA-205248	ATLAS TEMP SERVICE AS JOINT OR SINGLE EMPLOYER WITH NORTHLAND ALUMINUM PRODUCTS, INC.	CA	Closed	8/29/2017	10/12/2017	3	Withdrawal Non-adjus	NULL	NULL
19-CA-205361	Prestige Delivery Company, Inc. and Andre's Drywall, LLC, a joint employer and/or single employers	CA	Open	8/29/2017	NULL	3	NULL	NULL	NULL
17-CA-205496	Silverstar Driveway LTD, Gold Standard Transportation and Amazon Logistics Inc., Joint Employers	CA	Closed	8/30/2017	NULL	1	NULL	NULL	NULL
13-CA-205425	First Transit and/or Jackson Transit Authority, as joint and single employers	CA	Closed	8/31/2017	12/20/2017	2	Withdrawal Non-adjus	NULL	NULL
13-CA-205405	First Transit and/or Jackson Transit Authority, as joint and single employers	CA	Closed	8/31/2017	12/20/2017	2	Withdrawal Non-adjus	NULL	NULL
10-CA-205437	Schweilke Logistics Alabama, LLC and Core Focus Personnel, LLC, joint employers	CA	Closed	8/31/2017	10/31/2017	3	Withdrawal Non-adjus	NULL	NULL
15-CA-205532	Electrobra Home Products, Inc. and Bandaid Temporary Service, as joint employers	CA	Closed	9/1/2017	12/22/2017	3	Withdrawal Non-adjus	NULL	NULL
12-CA-205555	Surge Staffing and/or Recruit Benckiser, Inc. as a single or joint employers	CA	Closed	9/1/2017	1/25/2018	3	Informal Settlement	NULL	NULL
06-CA-205592	Glenmark United Liability Company 1 d/b/a Ravenswood Village, Genetix Eldercare Network, LLC and Healthcare Servi	CA	Closed	9/1/2017	1/21/2017	2	Withdrawal Non-adjus	NULL	NULL
16-CA-206375	Certified Staffing and Midwest Maintenance, as Joint and Single Employers	CA	Closed	9/13/2017	1/31/2018	3	Withdrawal Non-adjus	NULL	NULL
21-CA-206276	WISMETTAC ASIAN FOODS, INC. AND HORIZON PERSONNEL SERVICES, INC. AS JOINT EMPLOYERS	CA	Closed	9/15/2017	11/30/2017	3	Withdrawal Non-adjus	NULL	NULL
02-CA-206493	Park-86 Aol. Corp. and Douglas Elinman Property Mgmt. as Joint Employer	CA	Closed	9/18/2017	12/11/2017	3	Withdrawal Non-adjus	NULL	NULL
22-CA-206513	LIFETIME BRANDS, INC. AND BRICKFORCE STAFFING, INC., AS JOINT EMPLOYERS	CA	Open	9/20/2017	NULL	3	NULL	NULL	NULL
05-CA-206558	QUALITY SUPPORT, INC. (QSI) and CGI Federal, Inc. (CGI) as joint employers	CA	Closed	9/20/2017	1/12/2018	2	Dismissal Non-adjus	NULL	NULL
22-CA-206578	PRIME CONSTRUCTION CORP AND UNDERGROUND UTILITIES, as joint employers	CA	Open	9/21/2017	NULL	2	NULL	NULL	NULL
04-CA-206678	Aecon Specialty Products and Associated Asphalt Partners (Joint Employers)	CA	Closed	9/26/2017	12/28/2017	3	Withdrawal Non-adjus	NULL	NULL
28-CA-206859	Insigni Global, LLC and Waypoint Home Management, LLC, as joint employers	CA	Closed	9/26/2017	5/30/2018	3	Informal Settlement	NULL	NULL
21-CA-206850	WISMETTAC ASIAN FOODS AND RANOSTAD GENERAL PARTNER, LLC AS JOINT EMPLOYERS	CA	Closed	9/26/2017	11/30/2017	3	Withdrawal Non-adjus	NULL	NULL
09-CA-207176	PROFESSIONAL DRYWALL CONCEPTS, INC. AND PERFORMANCE COMMERCIAL CONTRACTORS, LLC AS JOINT EMPLOYE	CA	Open	9/29/2017	NULL	3	NULL	NULL	NULL
22-CA-207186	Lifetime Brands, Inc. and Brickforce Staffing, Inc., as joint employers	CA	Open	10/2/2017	NULL	3	NULL	NULL	NULL
07-CA-207372	Van Dam Iron Works and Atoms Group, LLC, joint employers	CA	Closed	10/2/2017	12/6/2017	2	Dismissal Non-adjus	NULL	NULL
07-CA-207418	FCA US LLC / ZE Friedlischschalen Aale Drives LLC, Joint Employers	CA	Closed	10/4/2017	1/10/2018	1	Withdrawal Non-adjus	NULL	NULL
02-CA-207440	Trade Off Plus, LLC and Trade Off, LLC as joint and/or single employers	CA	Closed	10/4/2017	5/31/2018	3	Withdrawal Non-adjus	NULL	NULL
09-CA-207490	Professional Drywall Concepts, Inc. and Performance Commercial Contractors, LLC, as joint employers	CA	Closed	10/5/2017	11/7/2017	3	Withdrawal Non-adjus	NULL	NULL
14-CA-207561	Walnut Grill O'Fallon, LLC and Walnut Realty O'Fallon, LLC, and Walnut Grill Holdings, LLC, Single or Joint Employers	CA	Open	10/10/2017	2/12/2018	2	Withdrawal Non-adjus	NULL	NULL
07-CA-207782	Silverstar Delivery LTD, Gold Standard Transportation and Amazon Logistics, Inc., Joint Employers	CA	Closed	10/11/2017	NULL	2	NULL	NULL	NULL
14-CA-207827	Walnut Grill St. Louis, LLC and Walnut Grill Holdings, LLC, joint or single employers	CA	Open	10/11/2017	NULL	2	NULL	NULL	NULL
05-CA-207889	Green Leaf Services, Inc. / Davey Tree Expert Co. (Joint Employer)	CA	Open	10/12/2017	NULL	2	NULL	NULL	NULL
22-CA-207907	Flyte Tyne Worldwide and its subsidiary Flyte Line Transportation, as single and/or joint employers.	CA	Open	10/12/2017	NULL	2	NULL	NULL	NULL
31-CA-207929	Padilla, Harvest Inc./Alopi, Inc., as joint employer	CA	Open	10/13/2017	4/17/2018	1	NULL	NULL	NULL
29-CA-207976	Acme America Real Estate, State Property Group, and Security USA, Inc. as a joint employer	CA	Closed	10/13/2017	10/24/2017	3	Informal Settlement	NULL	NULL
02-CA-207990	St. Green Realty Corp. and First Quality Maintenance, as joint employers	CA	Closed	10/13/2017	10/24/2017	3	Withdrawal Non-adjus	NULL	NULL
02-CA-208020	HAB Clinton Associates LLC, Rutgers East Broadway Associates LLC and Lisa Management INC (as joint employers	CA	Closed	10/13/2017	11/29/2017	2	Withdrawal Non-adjus	NULL	NULL
29-CA-208094	HAB Farms Creamery, Co. and Gowanow Staffing, Inc., a single or joint employer	CA	Open	10/17/2017	11/29/2017	3	Withdrawal Non-adjus	NULL	NULL
27-CA-208438	Utah Surgical Associates and Resource Management, Inc. As joint employers	CA	Closed	10/23/2017	NULL	3	NULL	NULL	NULL
02-CA-208932	Anjost Corporation and Zoro's Best Shop a single employer, joint employers or alter egos	CA	Open	10/23/2017	2/27/2018	3	Withdrawal Non-adjus	NULL	NULL
07-CA-209199	Old Bedford Academy School District and Advanced Educational Staffing Joint Employers	CA	Closed	11/1/2017	1/11/2018	2	Withdrawal Non-adjus	NULL	NULL
05-CA-209495	The Woodlands of Ocean Pines and Catered Living of Ocean Pines as joint and single employers	CA	Closed	11/9/2017	3/30/2018	2	Dismissal Non-adjus	NULL	NULL
19-CA-209620	LBGTQ Allgip and Entre Hermanos, joint employers	CA	Closed	11/14/2017	3/31/2018	3	Dismissal Non-adjus	NULL	NULL
29-CA-209822	Eger Health Care and Rehabilitation Center and Morrison Community Living, a member of Compass Group North Amer	CA	Open	11/14/2017	NULL	3	NULL	NULL	NULL
15-CA-209940	Gartner Denver Thomas and Collier Investments, Inc. d/b/a Mapquest, joint employers	CA	Open	11/14/2017	12/20/2017	1	Withdrawal Non-adjus	NULL	NULL
15-CA-210042	First Transit and/or Jackson Transit Authority, as joint and single employers	CA	Closed	11/28/2017	5/31/2018	1	Withdrawal Non-adjus	NULL	NULL
31-CA-210004	Sodium Fox LLC, Smiley Face Killers Moving, LLC, and Motel Voyeur, LLC as a single Employer, joint Employer and/or Al	CA	Closed	11/28/2017	5/31/2018	3	Withdrawal Non-adjus	NULL	NULL
31-CA-210009	Sodium Fox, LLC, Smiley Dunes, Inc. and Motel Voyeur, LLC as single Employer, joint employer and/or alter ego	CA	Closed	11/28/2017	5/31/2018	1	Withdrawal Non-adjus	NULL	NULL
10-CA-210693	Morrison Automatic Sprinkler Co. & API Group, Inc. Joint Employers	CA	Closed	11/29/2017	5/21/2018	2	Withdrawal Non-adjus	NULL	NULL
29-CA-210790	BA Baseball Co., LLC d/b/a Queens Ballpark Co., LLC and First Quality Maintenance, LP d/b/a Alliance Building Service	CA	Closed	11/30/2017	1/31/2018	3	Withdrawal Non-adjus	NULL	NULL
01-CA-210722	SSC Mystic Operating Company, LLC d/b/a Pendleton Health & Rehabilitation Center a single and joint employer with	CA	Closed	11/30/2017	2/20/2018	3	Withdrawal Non-adjus	NULL	NULL
31-CA-211144	Hospital of Barstow, Inc. d/b/a Barstow Community Hospital, Community Health Systems, Inc. and/or Community Heal	CA	Open	12/1/2017	NULL	2	NULL	NULL	NULL
29-CA-211027	BA Baseball Co. LLC d/b/a Queens Ballpark Co. LLC and First Quality Maintenance, LP, d/b/a Alliance Building Services	CA	Open	12/1/2017	NULL	2	NULL	NULL	NULL
29-CA-211203	Brooklyn Hospital Center and Orthal Healthcare Inc. as joint employers	CA	Closed	12/4/2017	2/16/2018	2	Withdrawal Non-adjus	NULL	NULL
01-CA-210981	Harrington Court, a single and joint employer with Genesis Healthcare	CA	Closed	12/4/2017	6/11/2018	3	Withdrawal Non-adjus	NULL	NULL
09-CA-211074	WFF GOAL SALES, INC. AND ITS ALTER EGO AND/OR JOINT/SINGLE EMPLOYER, PURE ENERGY, LLC	CA	Open	12/4/2017	NULL	3	NULL	NULL	NULL
32-CA-211163	United Parcel Service and U.S. Security Associates, as joint employers	CA	Closed	12/6/2017	2/22/2018	2	Withdrawal Non-adjus	NULL	NULL
31-CA-211429	Sodium Fox, LLC, Smiley Dunes, Inc. and Motel Voyeur, LLC as single Employer, joint Employer and/or Alter Ego	CA	Closed	12/11/2017	5/31/2018	2	Withdrawal Non-adjus	NULL	NULL
01-CA-211536	SSC Mystic Operating Company, LLC d/b/a Pendleton Health & Rehabilitation Center a single and joint employer with	CA	Closed	12/12/2017	2/23/2018	3	Withdrawal Non-adjus	NULL	NULL
10-CA-211543	Ridgewood Health Care Center, Inc. and Ridgewood Health Services, Inc. joint employers	CA	Open	12/13/2017	NULL	2	NULL	NULL	NULL
21-CA-211852	PALACIOS CUSTOMER IRON WORKS (PCWI) AND BARRETT BUSINESS SERVICES, INC. (BBSI), AS JOINT EMPLOYERS	CA	Closed	12/14/2017	12/27/2017	3	Withdrawal Non-adjus	NULL	NULL
16-CA-211884	Symphony Orchestra of San Antonio and Symphony Music for San Antonio, doing business as the San Antonio Symphon	CA	Closed	12/14/2017	1/22/2018	3	Withdrawal Non-adjus	NULL	NULL
28-RC-070181	Priority Cooling, LLC and Ramirez Harvest Company, Inc. d/b/a Liberty Staffing, as joint employers	RC	Closed	1/25/2018	3/15/2018	3	Termination of Resul	NULL	NULL
31-RC-100837	IGAS Government Solutions and Unico Global Solutions, Inc., as joint employers	RC	Closed	3/21/2018	3/27/2018	3	Withdrawal Non-adjus	NULL	NULL
28-RC-101550	Ashtark Mechanical, Journey Specialty Trades, LLC as joint employers	RC	Closed	3/29/2018	4/4/2018	3	Withdrawal Non-adjus	NULL	NULL
12-RC-104853	Watkins Security Agency of D.C., Inc. and Covenant Security Services, Ltd., Joint Employers	RC	Closed	6/7/2018	8/14/2018	3	Termination of Representa	NULL	9/8/2018
02-RC-106327	Maruti Transit Group LLC and Maruti Fleet & Management, LLC (Joint Employer)	RC	Closed	6/10/2018	6/18/2018	3	Withdrawal Non-adjus	NULL	NULL
13-RC-106798	Freeman Decorating Services, Inc. and Express Employment Professionals, as joint employers	RC	Closed	7/16/2018	8/6/2018	3	Withdrawal Non-adjus	NULL	NULL
07-RC-109351	Vani Quality Quest, Inc. and Employment Plus, Inc., joint employers	RC	Closed	7/16/2018	8/6/2018	3	Withdrawal Non-adjus	NULL	NULL
14-RC-109551	Vani Quality Quest, Inc. and Seritech Services, Inc. joint employers	RC	Closed	7/26/2018	7/30/2018	3	Withdrawal Non-adjus	NULL	NULL
15-RC-121260	TI, Inc., and Cubic Worldwide Technical Services, Inc., joint employers	RC	Closed	12/27/2018	3/20/2019	3	Termination of Representa	NULL	5/28/2019
05-RC-131096	Basic Contracting Services, Inc. & Murray Guard, Inc. (Joint Employers)	RC	Closed	6/18/2019	8/20/2019	3	Termination of Representa	NULL	NULL

09-RC-135732	B3 SOLUTIONS LLC AND SYSTEMS SUPPORT ALTERNATIVES, INC. (JOINT EMPLOYERS)	RC	Closed	8/29/2014	9/8/2014	3	Withdrawal Non-adjus	NULL	NULL	NULL
09-RC-136179	B3 SOLUTIONS LLC AND SYSTEMS SUPPORT ALTERNATIVES, INC. (JOINT EMPLOYERS)	RC	Closed	9/8/2014	9/22/2014	3	Withdrawal Non-adjus	NULL	NULL	NULL
31-RC-137592	Alyan Seacrest Productions, LLC and Bernie Productions, Inc. and Bravo Media, LLC as Joint Employers	RC	Closed	9/26/2014	10/14/2014	3	Withdrawal Non-adjus	NULL	NULL	NULL
28-RC-142150	Glacier Technical Solutions, LLC and Glacier Technologies, LLC (Joint Employers)	RC	Closed	12/3/2014	1/21/2015	3	Termination of Resul	NULL	NULL	NULL
29-RC-142270	Long Island Living Center/StarPro, as joint employer	RC	Closed	12/5/2014	12/12/2014	3	Withdrawal Non-adjus	NULL	NULL	NULL
31-RC-143203	SAALEX CORP dba Saalex Solutions, Inc. and Exilis Inc., Joint Employers	RC	Closed	12/19/2014	1/27/2015	3	titic. of Representa	NULL	NULL	NULL
05-RC-145133	BATIP Dev. McDonald Transit LLC dba BDMT, LLC & Midtown Personnel, Inc. dba The Midtown Group (Joint Employer)	RC	Closed	1/27/2015	3/14/2015	3	titic. of Representa	NULL	NULL	NULL
05-RC-146723	Triple Canopy Secure Services and Commonwealth Security, as Joint Employers	RC	Closed	2/7/2015	4/30/2015	3	titic. of Representa	NULL	NULL	NULL
12-RC-147014	Electronic Micrology Laboratory and Commonwealth Support Services as Joint Employer	RC	Closed	3/7/2015	3/18/2015	3	Withdrawal Non-adjus	NULL	NULL	NULL
14-RC-147750	Superior Security and Investigations of Shawnee, Inc. (SSSI); AND Safety and Security Services, Inc. (SSI), Joint Employer	RC	Closed	3/9/2015	4/20/2015	3	titic. of Representa	NULL	NULL	NULL
21-RC-147959	THE MULLER COMPANY AND DMS FACILITY SERVICES AS JOINT AND/OR SINGLE EMPLOYERS	RC	Closed	3/13/2015	3/24/2015	3	Withdrawal Non-adjus	NULL	NULL	NULL
05-RC-151117	Green Leaf Services, Inc. & The Davey Tree Expert Company, as Joint Employers	RC	Closed	4/28/2015	6/8/2015	3	titic. of Representa	NULL	NULL	NULL
09-RC-152084	AK STEEL & ESM GROUP, JOINT EMPLOYERS	RC	Closed	5/12/2015	5/19/2015	3	Withdrawal Non-adjus	NULL	NULL	NULL
05-RC-154596	Greenwood Works, LLC (ACECO, LLC joint employer)	RC	Closed	6/22/2015	12/22/2015	3	titic. of Representa	NULL	3/8/2016	NULL
15-RC-156607	Horsepower Automotive Alabama, LLC and Horsepower Automotive USA, LLC, Joint Employers	RC	Closed	7/24/2015	8/31/2015	3	Termination of Resul	NULL	NULL	NULL
02-RC-160338	117-219 West 116 LLC, 133-135 West 116 LLC, 141 West 116 LLC, 230 West 116 LLC, 243 West 116 LLC, 255-259 West	RC	Closed	10/15/2015	11/23/2015	3	titic. of Representa	NULL	NULL	NULL
18-RC-160652	PAL-SERV AND STOPPING SOLUTIONS SOUTHWEST, INC. DBA PROLOGISTIX AS JOINT EMPLOYERS	RC	Closed	11/12/2015	12/17/2015	3	titic. of Representa	NULL	NULL	NULL
29-RC-164718	Vanguard Group, Inc. and NYC Building Services Inc. as Joint Employers	RC	Closed	1/23/2016	1/25/2016	3	titic. of Representa	NULL	NULL	NULL
16-RC-165354	DOH and Labor Services Company (Joint Employers)	RC	Closed	1/29/2016	1/29/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
29-RC-166025	Forest Properties; Defender Security Services, as Joint Employer	RC	Closed	2/19/2016	3/21/2016	3	Termination of Resul	NULL	NULL	NULL
13-RC-170009	Alt County Bus, LLC and Transport Logistics Group, LLC, as a joint employer	RC	Closed	3/9/2016	4/12/2016	3	titic. of Representa	NULL	NULL	NULL
13-RC-171376	Asian Human Services Inc. and American Quality Schools Corporation, joint employers	RC	Closed	3/18/2016	3/24/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
19-RC-172102	Applied Integrated Technologies, Inc., and Paragon Systems, Inc., Joint Employers	RC	Closed	3/18/2016	3/24/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
02-RC-172108	Haltstead Management Company and SOS Condominium as a Joint Employer	RC	Closed	3/18/2016	4/21/2016	3	titic. of Representa	NULL	NULL	NULL
02-RC-172104	Kyrus Realty Group, Inc. and Ellington Owner Corp. as a joint employer	RC	Closed	3/21/2016	5/17/2016	3	Termination of Resul	NULL	NULL	NULL
07-RC-172240	Comprehensive Services for the Developmentally Disabled and Allied Human Services, Inc., joint Employer	RC	Closed	3/22/2016	9/19/2017	3	Withdrawal Non-adjus	NULL	NULL	NULL
29-RC-172427	World Class Demolition Corporation and New World Interior Cleanout Services Inc. as Joint and/or Single Employers	RC	Closed	3/29/2016	8/30/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
31-RC-172774	Agrio, Inc. and Pacific Harvest, Inc. as joint employers	RC	Closed	4/13/2016	5/11/2017	3	titic. of Representa	NULL	NULL	NULL
28-RC-173066	Reel Solutions, LLC and Sailway Services, LLC, joint Employers-Single Employer	RC	Closed	4/13/2016	5/11/2017	3	titic. of Representa	NULL	NULL	NULL
29-RC-173316	Skipp to My Lilly, LLC, and Lisa Management, Inc., as a joint and/or single employer	RC	Closed	5/2/2016	5/6/2016	3	Termination of Resul	NULL	NULL	NULL
05-RC-173531	SEIU-United Healthcare Workers-West/ Good Health Good Jobs California, Joint Employers	RC	Closed	5/2/2016	5/2/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
06-RC-173611	Progress Environmental LLC/Laborers on the Way LLC (Joint Employers)	RC	Closed	5/18/2016	7/12/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
05-RC-176231	HRC Management Services, Inc. and The Pansa Group, Inc. as Joint Employers	RC	Closed	5/31/2016	7/12/2016	3	titic. of Representa	NULL	NULL	NULL
05-RC-177206	Progress Environmental LLC/ Ever Aguilar Hernandez d/b/a General Laborers (Joint Employers)	RC	Closed	5/31/2016	12/28/2016	3	Termination of Resul	NULL	NULL	NULL
27-RC-177348	UNF West Inc. and UNF West, Inc. and Albert's Organics, Inc., joint employers	RC	Closed	5/17/2016	7/6/2016	3	titic. of Representa	NULL	NULL	NULL
29-RC-181562	Asset Protection & Security Services LP, and ATMMA Technical Services, Inc. (Joint Employers)	RC	Closed	8/5/2016	9/9/2016	3	titic. of Representa	NULL	NULL	NULL
12-RC-181718	United Paradyne Corporation and Maytag Aircraft Corporation, Joint Employers	RC	Closed	8/9/2016	9/9/2016	3	titic. of Representa	NULL	NULL	NULL
29-RC-183113	Bushwick Center for Rehabilitation Healthcare & Towne Nursing as a joint employer	RC	Closed	8/30/2016	9/9/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
05-RC-183445	Retro Environmental, Inc. & Towne Enterprises, Inc. (Aller Egos) & DEH Demolition, LLC (Joint Employers)	RC	Closed	9/1/2016	6/7/2017	3	Withdrawal Adjuste	NULL	NULL	NULL
29-RC-184362	Franklin Center for Rehab & Towne Nursing Staff, Inc./Joint Employer	RC	Closed	9/16/2016	9/23/2016	3	Withdrawal Non-adjus	NULL	NULL	NULL
21-RC-188813	California Cattle Company, LLC and Orient Tally Company, Inc., a single employer, and Core Employees Management,	RC	Open	11/28/2016	NULL	3	NULL	NULL	NULL	NULL
22-RC-188923	Charm America and Jovonics Logistics, as a Joint Employer	RC	Closed	12/2/2016	4/26/2017	3	Withdrawal Non-adjus	NULL	NULL	NULL
02-RC-190071	COURTLANDT CORNERS ASSOCIATES, L.P., COURTLANDT CORNERS II ASSOCIATES, L.P. AND COURTLANDT CRESCENT A	RC	Closed	12/19/2016	1/23/2017	3	titic. of Representa	NULL	NULL	NULL
15-RC-192380	Frontier Communications of the South, LLC/Frontier Communications of Alabama, LLC (Joint Employers)	RC	Closed	2/19/2017	3/21/2017	3	titic. of Representa	NULL	NULL	NULL
29-RC-193167	I. H. Weiss Co. Ltd. d/b/a Town House Specialty Cleaning and The TVA Group Inc., Joint Employers	RC	Closed	2/19/2017	3/23/2017	3	titic. of Representa	NULL	NULL	NULL
04-RC-195117	Frontier Communications of Pennsylvania, Citizens Telecom Service Co., LLC (Joint Employers)	RC	Closed	3/20/2017	4/20/2017	3	titic. of Representa	NULL	NULL	NULL
10-RC-195748	ALOG CORPORATION / THE LOGISTICS COMPANY (JOINT EMPLOYERS)	RC	Closed	3/29/2017	4/18/2017	3	Withdrawal Non-adjus	NULL	NULL	NULL
28-RC-196550	Global Precision Logistics Co., Inc. and the Job Shoppe USA Inc., Joint Employers	RC	Closed	4/3/2017	6/16/2017	3	titic. of Representa	NULL	NULL	NULL
01-RC-198316	DHL Express USA Inc. / dba Northeast Freightways Inc. (Joint Employer)	RC	Closed	5/8/2017	5/10/2017	3	Withdrawal Non-adjus	NULL	NULL	NULL
09-RC-199216	PROFESSIONAL DRYWALL CONCEPTS INC. PERFORMANCE COMMERCIAL CONTRACTORS, LLC AND BRASSFIELD & GORRI	RC	Closed	5/30/2017	7/24/2017	3	Withdrawal Non-adjus	NULL	NULL	NULL
05-RC-200077	Paragon Systems, Inc. and Athena Services International, Joint Employers	RC	Closed	6/6/2017	7/26/2017	3	titic. of Representa	NULL	NULL	NULL
09-RC-200782	PROFESSIONAL DRYWALL CONCEPTS INC., BRASSFIELD & GORRI LLC AND PERFORMANCE COMMERCIAL CONTRACTORS	RC	Closed	6/16/2017	6/23/2017	3	Withdrawal Non-adjus	NULL	NULL	NULL
02-RC-201730	9th Avenue Hotel Property Holding LLC d/b/a Cassa Hotel Times Square, YIP Conderge, Inc. and A&T Building Solution	RC	Closed	6/30/2017	6/23/2018	3	titic. of Representa	NULL	NULL	NULL
05-RC-202913	Coastal International Security, Inc. & Diversified Protection Corporation (Joint Employers)	RC	Closed	7/24/2017	8/24/2017	3	Withdrawal Non-adjus	NULL	NULL	NULL
31-RC-204614	American Eagle Protective Services and Paragon Systems, Inc. as Joint Employers	RC	Closed	8/17/2017	10/10/2017	3	titic. of Representa	NULL	NULL	NULL
09-RC-206379	Praxetorian Shield, Inc. and Paragon Systems Inc. as Joint Employers	RC	Closed	9/18/2017	11/7/2017	3	titic. of Representa	NULL	NULL	NULL
28-RD-121164	The Gretech Condominiums and Alcan Associates as Joint Employers	RD	Closed	1/24/2014	1/28/2014	3	Withdrawal Non-adjus	NULL	NULL	NULL
29-RD-127402	Quality Transportation Corp. and Brothers Transportation Corp., Joint Employers	RD	Closed	4/25/2014	6/4/2014	3	Withdrawal Non-adjus	NULL	NULL	NULL
05-RD-180645	Aramark Facility Services, LLC and Motor Services, Inc. as Joint Employers	RD	Closed	7/22/2016	8/19/2016	3	titic. of Representa	NULL	NULL	NULL
29-RD-195960	Fillmore Gardens CO OP Inc., and Century Management, Inc., as Joint Employers	RD	Closed	3/31/2017	5/5/2017	3	Termination of Resul	NULL	NULL	NULL
06-UC-138765	Macy's, Inc. and Finish Line, Inc., A Joint Employer	UC	Closed	10/15/2014	11/28/2014	3	Withdrawal Non-adjus	NULL	NULL	NULL
25-UC-198066	FALCON TRUCKING, LLC AND BAGLE, INC., A SINGLE EMPLOYER AND/OR JOINT EMPLOYERS	UC	Closed	3/3/2017	5/3/2017	3	Withdrawal Non-adjus	NULL	NULL	NULL
32-UC-198666	Browning-Ferris Industries of California, Inc., d/b/a BFI Newby Island and FPR-LLC d/b/a Leadpoint Business Services	UC	Closed	5/8/2017	5/11/2017	2	Withdrawal Non-adjus	NULL	NULL	NULL
05-UD-159760	Cogsa Security and Coastal International Security as Joint Employers	UD	Closed	9/2/2015	11/18/2015	3	Termination of Resul	NULL	NULL	NULL
05-AC-143349	NAS and Inter-Con Services (Joint Employer)	AC	Closed	12/23/2014	12/24/2014	3	Withdrawal Non-adjus	NULL	NULL	NULL
19-AC-106531	Securitas Security Services USA, Inc. and Bechtel National, Inc. (Joint Employers)	AC	Closed	9/20/2017	12/21/2017	2	Withdrawal Non-adjus	NULL	NULL	NULL
29-CB-097003	United Workers of America, Local 621 (The Greisch Condominium and ALCAM Associates, as joint employers)	CB	Closed	1/24/2013	4/29/2014	2	Withdrawal Non-adjus	7/31/2013	4/29/2014	NULL
29-CB-098830	Service Employees International Union, Local 32B (MTA Bus and Summit Security, as joint employers)	CB	Closed	2/19/2013	4/24/2013	2	Withdrawal Non-adjus	NULL	NULL	NULL

29-CB-104838	Local 713, International Brotherhood of Trade Union (PBS Facility Services and Active Maintenance Plus Inc. as a single	CB	Closed	5/10/2013	9/6/2013	3	Informal Settlement	NULL	NULL	NULL
07-CB-107318	Local 19, United Automobile, Aerospace and Agricultural Implement Workers of America International Union, AFL-CIO	CB	Closed	6/17/2013	7/26/2013	3	Dismissal Non-adjust	NULL	NULL	NULL
02-CB-111856	Local 132, NY-NJ Joint Board (Gary Plastic Corp. and Vicle Manufacturing Corp., A Single and/or Joint Employer)	CB	Closed	8/22/2013	10/23/2013	2	Withdrawal Non-adjust	NULL	NULL	NULL
29-CB-113761	Local 713, International Brotherhood of Trade Union (PBS Facilities Services and Active Maintenance Plus Inc. as a single	CB	Closed	10/29/2013	11/27/2013	3	Dismissal Non-adjust	NULL	NULL	NULL
13-CB-115935	Transportation Workers Union (TWU) Local 504 (Oxford Airport Technical Services (ATS), Worldwide Flight Services (W	CB	Open	10/29/2013	NULL	2	Withdrawal Adjust	NULL	NULL	NULL
29-CB-124069	Local 808, International Brotherhood of Teamsters (BRG Lamont LLC, Benedict Realty Group LLC, and BRG Queens 19	CB	Closed	3/5/2014	3/27/2014	2	Withdrawal Adjust	NULL	NULL	NULL
29-CB-124035	Local 808, International Brotherhood of Teamsters (CP 14-31-31 Lamont Avenue LLC, Queens Portfolio II Manager, LLC	CB	Closed	3/5/2014	6/17/2014	3	Dismissal Non-adjust	NULL	NULL	NULL
07-CB-126814	International Brotherhood of Electrical Workers, AFL-CIO, GLC (TurbinPflon and Southern Power Systems, Inc. Joint E	CB	Closed	4/17/2014	7/11/2014	3	Dismissal Non-adjust	NULL	NULL	NULL
05-CB-134240	International Union, Security, Police & Fire Professionals of America (SPFPA) (Walton Security Agency of DC, Inc. and C	CB	Closed	8/5/2014	10/31/2014	2	Withdrawal Non-adjust	NULL	NULL	NULL
21-CB-134461	SECURITY POLICE FIRE PROFESSIONALS OF AMERICA (Asset Protection and Security Services, LP/Alhina Technical Serv	CB	Closed	8/26/2014	10/26/2014	2	Dismissal Non-adjust	NULL	NULL	NULL
08-CB-136985	United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and C	CB	Closed	9/17/2014	6/26/2015	3	Dismissal Non-adjust	NULL	NULL	NULL
01-CB-146372	BATH MARINE DRAFTSMANS ASSOCIATION (Strom Engineering of Florida, Inc. and Bath from Works Corp., a subsidiary	CB	Closed	2/12/2015	6/13/2015	1	Withdrawal Adjust	NULL	NULL	NULL
09-CB-149932	Chicago and Midwest Regional Joint Board of Workers United/SEIU (A Hotel Employees and Restaurant Employee	CB	Closed	4/8/2015	7/13/2015	1	Withdrawal Non-adjust	NULL	NULL	NULL
07-CB-151021	International Association of Heat and Frost Insulators and Allied Workers (Taylor Insulation Company, Inc. and The Boka	CB	Closed	4/27/2015	7/24/2015	1	Dismissal Non-adjust	NULL	NULL	NULL
02-CB-158443	Local 3281 (1) Alam Associates Inc. (2) Grantmont Owners Corp. (3) 207-215 West 98th Street Condominium, as Joint	CB	Closed	8/19/2015	11/25/2015	3	Withdrawal Non-adjust	NULL	NULL	NULL
04-CB-158899	Communication Workers of America, Local 3240 (New Wave People, Contemporary Telecom, as Joint or Single Employ	CB	Closed	8/27/2015	9/17/2015	1	Withdrawal Adjust	NULL	NULL	NULL
02-CB-164406	Amalgamated Transit Union, Local 1181 (MNY Transportation and Reliant Bus Company as Joint Employers)	CB	Closed	11/17/2015	12/23/2015	3	Dismissal Non-adjust	NULL	NULL	NULL
02-CB-167954	Laborers Local 731 (Triumph Utilities Corp., Rosedale Co., and Cudjick Construction Corp., Joint and/or single employ	CB	Closed	1/19/2016	3/30/2016	3	Dismissal Non-adjust	NULL	NULL	NULL
21-CB-170035	INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, NINTH DISTRICT (Local Union 47, BEW (Joint Employer))	CB	Closed	2/18/2016	5/31/2016	1	Dismissal Non-adjust	NULL	NULL	NULL
04-CB-170277	Service Employees International Union Local 3281 (ABM Maintenance and Center City District, Joint Employers)	CB	Closed	2/23/2016	4/21/2016	1	Dismissal Non-adjust	NULL	NULL	NULL
02-CB-180291	SEIU Local 3281 (Douglas Elliman and 61 Jane St. Tenants Corp., as Joint Employers)	CB	Closed	7/15/2016	10/6/2016	1	Dismissal Non-adjust	NULL	NULL	NULL
08-CB-180809	Chicago and Midwest Regional Joint Board, Workers United/Service Employees International Union, Local 10 (Intercon	CB	Closed	12/14/2016	3/23/2017	1	Dismissal Non-adjust	NULL	NULL	NULL
29-CB-194918	Laundry Distribution and Food Service Joint Board, Workers United, affiliated with Service Employees International Un	CB	Closed	3/16/2017	5/17/2017	3	Dismissal Non-adjust	NULL	NULL	NULL
02-CB-201749	Local 713, International Brotherhood of Trade Union (8th Avenue Hotel Property Holding D/B/A Cassa Hotel Times Sq	CB	Open	7/1/2017	NULL	3	NULL	NULL	NULL	NULL
02-CB-202476	Local 3281, SEIU (MSMC Residential Realty LLC & Rose Associates, as joint employers)	CB	Closed	8/17/2017	9/28/2017	1	Dismissal Non-adjust	NULL	NULL	NULL
08-CB-204475	Chicago and Midwest Joint Board of Workers United, Service Employees International Union Local 10 (Leapmark Sports &	CB	Open	8/16/2017	NULL	1	NULL	NULL	NULL	NULL
02-CB-205212	Chicago and Midwest Joint Board of Workers United, Service Employees International Union Local 10 (Aramark Sports &	CB	Closed	8/28/2017	10/6/2017	1	Dismissal Non-adjust	NULL	NULL	NULL
02-CB-205173	Local 2 Building Service Employees & Factory Workers USWU, IUAT (117-129 West 116 LLC, 133-135 West 116 LLC, 14	CB	Closed	8/28/2017	9/8/2017	3	Dismissal Non-adjust	NULL	NULL	NULL
02-CB-206741	SEIU Local 3281 (245 West 10th Street Housing and Argo Real Estate (as Joint Employers))	CB	Closed	9/21/2017	12/22/2017	1	Withdrawal Adjust	NULL	NULL	NULL
09-CB-209783	CHICAGO AND MIDWEST REGIONAL JOINT BOARD WORKERS UNITED, SERVICE EMPLOYEES INTERNATIONAL UNION, IS	CB	Closed	11/13/2017	12/1/2017	1	Dismissal Non-adjust	NULL	NULL	NULL
29-CB-210791	Service Employees International Union, Local 3281 (BA Baseball Co. LLC d/b/a Queens Ballpark Co. LLC and First Qualit	CB	Closed	11/30/2017	1/31/2018	3	Dismissal Non-adjust	NULL	NULL	NULL

APPENDIX 2

**All cases citing *Browning Ferris Industries of California, Inc. (BFI)*,
362 NLRB No. 186 (2015)**

Descriptions only provided for cases not described in comment

Board decisions

Airway Cleaners, LLC, 363 NLRB No. 166, slip op. at 1 n.1 (2016) (majority did not address application of *BFI* to relationship between cleaning contractor and airline carrier).

Campaign for the Restoration & Regulation of Hemp, 366 NLRB No. 15 (2018) (default judgment).

DirectSat USA, LLC, 366 NLRB No. 40 (2018).

Durham School Services, L.P., 364 NLRB No. 107, slip op. at 12 (2016) (ALJ cited respondent's citation of *BFI* regarding compensation as indicia of employment).

HealthBridge Management, LLC, 365 NLRB No. 37, slip op. at 8 & n.35 (2017) (applying pre-*BFI* law).

La Jomac Group, Inc., Case 15-CA-137333, Order at 3 n.3 (Aug. 23, 2016) (not reported in Board volumes) (Member Miscimarra, dissenting) (merely stating disagreement with *BFI*).

McDonald's USA, LLC, 363 NLRB No. 144, slip op. at 4 (2016) (Member Miscimarra dissenting in part from denial of appeal of grant of motion to quash) (simply mentioning *BFI* in describing General Counsel's alternative theories of the case).

McDonald's USA, LLC, 363 NLRB No. 91, slip op. at 4 n.8 (2016) (Member Miscimarra, dissenting from denial of appeal of denial of motion to sever) (merely citing *BFI* for proposition that joint employer analysis requires consideration of all the facts concerning the relationship).

Microsoft Corp., Case 19-CA-162985, Order at 3 n.4 (July 19, 2016) (not reported in Board volumes) (Member Miscimarra, dissenting in part from denial of petition to revoke subpoena) (stating disagreement with *BFI* decision).

Miller & Anderson, Inc., 364 NLRB No. 39 (2016) (citing *BFI* multiple times, in both majority and dissenting opinions, but not applying the standard because joint employer status was not at issue in the case).

Minnesota Timberwolves Basketball, LP, 365 NLRB No. 124, slip op. at 16 n.2 (2017) (Chairman Miscimarra, dissenting) (citing *BFI* in case involving question of independent contractor status, but not applying standard in any manner).

Orchids Paper Products Co., 367 NLRB No. 33 (2018).

Panera, LLC, Case 07-CA-136197, Order at 1 n.2 (Dec. 8, 2015) (not reported in Board volumes) (noting Member Miscimarra's disagreement with *BFI* decision).

Retro Environmental, 364 NLRB No. 70 (2016), *enfd. mem. NLRB v. Retro Environmental, Inc.*, No. 18-1245 (4th Cir. Sept. 19, 2018).

RPT Communications LLC, Case 29-CA-182088, Order at 3 n.4 (Mar. 15, 2017) (not reported in Board volumes) (Acting Chairman Miscimarra, dissenting in part from denial of petition to revoke subpoena) (stating disagreement with *BFI* decision).

The Wang Theater, Inc., 365 NLRB No. 33, slip op. at 3 (2017) (Acting Chairman Miscimarra, concurring) (citing *BFI* only to argue that Board should address joint employer issue).

RD decisions

Akima Global Services, LLC, Case 03-RC-161373, (Nov. 6, 2015).

Bannum Place of Saginaw, LLC, Case 07-RC-205632 (Oct. 31, 2017).

Douglas Emmett Management, LLC, Case 31-RC-203488 (Sept. 13, 2017).

Green Jobworks, LLC, Case 05-RC-154596 (Oct. 21, 2015).

Healthcare Service Group, Inc., Case 21-RC-224993 (Sept. 5, 2018).

MGM Resorts International, Case 28-RC-190984 (Jan. 27, 2017).

Professional Drywall Concepts Inc., Case 09-RC-199625 (June 23, 2017).

Retro Environmental, Inc., Case 05-RC-183442 (Nov. 18, 2016).

ALJ decisions

Campaign for the Restoration & Regulation of Hemp, Case 19-CA-143377 (Dec. 17, 2015).

Global Precision Systems, LLC, Case 28-RC-182671 (Sept. 26, 2016).

McDonald's USA, LLC, 364 NLRB No. 144, slip op. at 7 (2016) (citing *BFI* standard in determining McDonald's personnel who might be in possession of relevant information in context of ruling on request for special appeal of order on motion for additional production).

Oxford Electronics, Inc., Case 13-CA-115933 (May 31, 2017), pending on exceptions with inquiry to NMB.

Preferred Building Services, Inc., 366 NLRB No. 159, slip op. at 5–36 (2018).

Seven Seas Union Square, LLC, Case 29-CA-164058 (Feb. 9, 2018).

Sprain Brook Manor Rehab, LLC, 365 NLRB No. 45, slip op. at 17–67 (2017).

GC Advice Memoranda and Appeals' Determination Letters

Advice Memos

Ashford TRS Nickel, LLC, Case 19-CA-147032 (Oct. 22, 2015).

Brooks Memorial Hospital, Case 03-CA-148201 (Nov. 3, 2015).

H&M Construction Co., Case 15-CA-164416 (June 20, 2016).

Nutritionality, Inc., Case 13-CA-134294 (Apr. 28, 2015).

Securitas Security Services USA, Inc., Case 19-CA-191814 (Sept. 5, 2017) (merely citing *BFI* standard in case raising waiver issue at p. 7 & n.11).

Telemundo Television Studios, LLC, Case 12-CA-186493 (June 13, 2017).

Trump Entertainment Resorts, Inc., Cases 04-CA-143464, et al. (May 24, 2016).

ZF Friedrichshafen AG Corp., Case 07-CA-178346 (Nov. 23, 2016) (information case where two entities conceded joint employment).

Appeals' Determination Letters

IHRC, Case 10-CA-16261 (Feb. 19, 2016) (citing *BFI* but finding it “not relevant”).

SMG, Case 13-CA-209118 (July 20, 2018) (affirming RD decision that evidence was insufficient to establish that security contractor and client were joint employers under either pre-*BFI* standard or *BFI* standard).

APPENDIX 3



FRANCHISING®
Building local businesses,
one opportunity at a time.

June 8, 2018

The Honorable John F. Ring
Chairman
National Labor Relations Board
1015 Half St SE
Washington, DC 20003

Subject: NLRB Rulemaking on Joint Employer Standard

Dear Chairman Ring:

In response to your May 9, 2018, announcement that the Board plans to consider joint employment rulemaking, I am writing to express the International Franchise Association's (IFA) fervent support for this much-needed action to clarify the joint employer standard under the National Labor Relations Act (NLRA). In recent years, the Board's interpretation of joint employment liability under the NLRA has been the source of immeasurable confusion and frustration for franchise brands, franchise owners and their respective employees, and we are hopeful that new rulemaking will provide answers to the many legal questions that arose following the Board's August 2015 decision in *Browning-Ferris Industries*.

The IFA is the world's oldest and largest organization representing franchising worldwide. The IFA works through its government relations and public policy, media relations and educational programs to protect, enhance and promote franchising and the more than 733,000 franchise establishments that support nearly 7.6 million direct jobs, \$674.3 billion of economic output for the U.S. economy and 2.5 percent of the Gross Domestic Product (GDP). IFA members include franchise companies in over 300 different business format categories, individual franchisees and companies that support the industry in marketing, law, technology and business development.

The salient legal question facing franchising since 2015 has been "which business entities constitute joint employers?" Even though the IFA provides the compliance tools and support that have eased the way for thousands of small, local entrepreneurs to start and build their businesses, there has been no clear or satisfactory answer to that question since the Board's *Browning-Ferris* decision. There have been hundreds of joint employer-related legal actions against locally owned businesses in numerous industries

nationwide, including small franchise employers, construction companies, general contractors, service providers, and their business partners. In practice, any benefit that is connected to employment is now suspect due to the uncertainty of who qualifies as a joint employer. The expanded joint employer definition has led to liability rules with which no business can be assured it is complying.

In short, the joint employer confusion created by the NLRB has put local businesses and jobs in jeopardy. The expanded joint employer standard will continue to have an impact on the U.S. economy until the Board's rules are clarified. A recent report from the *American Action Forum* examining the effect of the new standard on the labor market found that under expanded joint employer liability, the U.S. economy could see the loss of 1.7 million jobs in the private sector, with 500,000 jobs lost in the leisure and hospitality industry alone. To help prevent these economic losses, the IFA has expended extraordinary time and resources and collaborated with lawmakers to clear up the confusion surrounding the joint employer definition.

Together with the local business community, IFA helped launch the nationwide Coalition to Save Local Businesses (CSLB). Since 2015, members of the CSLB have engaged their elected representatives in an effort to raise awareness of the problems associated with the expanded joint employer standard:

- **28** CSLB witnesses have testified before Congress telling their small business stories and explaining how joint employer is hurting their businesses and employees.
- More than **500** Capitol Hill meetings and **100** in-district meetings have been held with members of Congress and their local business communities to discuss joint employer.
- Over **120,000** letters have been sent to Congress expressing confusion in the aftermath of the expanded rule, asking for clarity, and urging Congressional action.

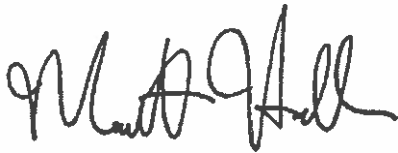
Moreover, a poll conducted by **Morning Consult** suggested that Americans wanted Congress to make this issue a priority. The poll showed that 8 in 10 (81 percent) said they are concerned that small businesses may be forced to close or be absorbed by large corporations because of the broader joint employer rule.

On the strength of this outpouring of support for a return to the commonsense joint employer standard, the U.S. House of Representatives passed the "Save Local Business Act" (H.R. 3441) – legislation meant to update both the NLRA and Fair Labor Standards Act and provide clarity for local businesses on what it means to be a joint

employer. The legislation remains stalled in the U.S. Senate, which further reinforces the need for the Board to engage in joint employer rulemaking.

Given the vacuum created by uncertainty and lack of legislative action, we at IFA – and our partners and members of the CSLB – applaud the NRLB’s decision to step forward and fill the void. We urge the NRLB to put into rulemaking the “direct, actual, and immediate” standard for the joint employer definition, to provide clarity and restore the support services needed by small, local businesses enabling them to flourish and create the jobs so sorely needed in their communities.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Haller", with a stylized, cursive script.

Matt Haller
Senior Vice President
Government Relations and Public Affairs
International Franchise Association

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

In the Matter of

Proposed Rule to Establish the
Standard for Determining
Joint-Employer Status Under the
National Labor Relations Act

)
)
) Petition of The Coalition for a Democratic
) Workplace; Coalition to Save Local Business;
) Associated Builders and Contractors;
) American Hotel & Lodging Association;
) Chamber of Commerce of the United States of
) America; HR Policy Association; Independent
) Electrical Contractors; International
) Foodservice Distributors Association;
) International Franchise Association; National
) Federation of Independent Business; National
) Association of Manufacturers; National
) Association of Wholesaler-Distributors;
) National Council of Chain Restaurants;
) National Restaurant Association; National
Retail Federation; Restaurant Law Center;
Retail Industry Leaders Association

RULEMAKING PETITION

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ORDER SECTION

2018 JUN 13 PM 5:11

FILED

TO THE HONORABLE MEMBERS OF THE NATIONAL LABOR RELATIONS BOARD:

Petitioners respectfully submit this rulemaking petition for the National Labor Relations Board's ("Board") consideration.

I. PETITIONERS AND THEIR STANDING

The **Coalition for a Democratic Workplace** ("CDW") is a collection of hundreds of members representing the interests of millions of employers nationwide. CDW was formed to give its members a meaningful voice on labor law reform. CDW has advocated for its members on numerous issues of significance relating to the Board's policies, procedures and interpretations and applications of the National Labor Relations Act ("Act" or "NLRA").

The **Coalition to Save Local Business** ("Coalition") is a diverse group of locally owned, independent small businesses, associations and organizations seeking fairness and clarity on the Board's joint employer doctrine. The Coalition is dedicated to strengthening small businesses in the United States and is interested in establishing a more durable and lasting joint employer standard that is fair to American business.

Associated Builders and Contractors ("ABC") is a national construction industry trade association representing nearly 21,000 members. Founded on the merit shop philosophy, ABC and its 70 chapters help members develop people, win work and deliver that work safely, ethically, and profitably for the betterment of the communities in which ABC and its members work. ABC's membership represents all specialties within the U.S. construction industry and is comprised primarily of firms that perform work in the industrial and commercial sectors.

The **American Hotel and Lodging Association** ("AHLA"), founded in 1910, is the sole national association representing all segments of the lodging industry, including hotel owners, REITs, chains, franchisees, management companies, independent properties, bed and breakfasts,

state hotel associations, and industry suppliers. Supporting 8 million jobs and with over 24,000 properties in membership nationwide, the AHLA represents more than half of all the hotel rooms in the United States. The mission of AHLA is to be the voice of the lodging industry, its primary advocate, and an indispensable resource. AHLA serves the lodging industry by providing representation at the federal, state and local level in government affairs, education, research, and communications. AHLA also represents the interests of its members in litigation that raises issues of widespread concern to the lodging industry.

The **Chamber of Commerce of the United States of America** ("Chamber") is the world's largest business federation. The Chamber represents 300,000 direct members and indirectly represents the interests of more than 3 million companies and professional organizations of every size, in every sector, and from every region of the country. An important function of the Chamber is to represent the interests of its members in matters before Congress, the Executive Branch, and the courts. To that end, the Chamber regularly participates in agency rulemakings involving issues of concern to the nation's business community.

HR Policy Association represents the most senior human resources executives in more than 380 of the largest corporations doing business in the United States. Collectively, these companies employ more than ten million employees in the United States, nearly nine percent of the private sector workforce. As America's largest employers, HR Policy Association member companies have employees and business relationships with entities in all 50 states.

The **Independent Electrical Contractors, Inc.** ("IEC") is the nation's premier trade association representing America's independent electrical and systems contractors with over 50 chapters, representing 3,400 member companies that employ more than 80,000 electrical and systems workers throughout the United States. IEC aggressively works with the industry to

establish a competitive environment for the merit shop – a philosophy that promotes the concept of free enterprise, open competition and economic opportunity for all. IEC advocates on behalf of its members on a wide array of legislative and regulatory issues, to include those under the Act.

The **International Foodservice Distributors Association** (“IFDA”) is the nonprofit trade association that represents more than 161 companies in the foodservice distribution industry. Its members are found across North America and internationally and include leading broadline, system, and specialty distributors who operate more than 800 distribution facilities and represent annual sales of more than \$162 billion. These companies help make the food-away-from-home industry possible, delivering food and other related products to restaurants and institutions, ranging from casual to formal dining local restaurants to foodservice in nursing homes and hospitals to military mess halls and school cafeterias. IFDA provides research, educational opportunities, and business forums to its members that make them more competitive. In the United States, IFDA also provides important representation on Capitol Hill and before government agencies, sharing the perspective of leading foodservice distributors with lawmakers and federal officials to shape the legislative and regulatory process.

The **International Franchise Association** (“IFA”) is the world's oldest and largest trade association devoted to representing the interests of franchising. The IFA’s membership includes more than 1,400 franchisors, 20,000 franchisees, and 800 suppliers nationwide. The IFA’s overall mission is to protect, promote and enhance all aspects of the franchising business model, which includes more than 733,000 franchise establishments that support nearly 7.6 million direct jobs, \$674.3 billion of economic output for the U.S. economy and 2.5 percent of the Gross Domestic Product (GDP). This includes addressing a broad range of legislative, regulatory, and

legal issues that affect franchisors and franchisees, including in the area of the National Labor Relations Act.

The **National Association of Manufacturers ("NAM")** is the largest manufacturing association in the United States, representing small and large manufacturers in every industrial sector and in all 50 states. Manufacturing employs more than 12 million men and women, contributes \$2.25 trillion to the U.S. economy annually, has the largest economic impact of any major sector and accounts for more than three-quarters of all private-sector research and development in the nation. The NAM is the voice of the manufacturing community and the leading advocate for a policy agenda that helps manufacturers compete in the global economy and create jobs across the United States.

The **National Association of Wholesaler-Distributors ("NAW")** is a non-profit trade association that represents the wholesale distribution industry, the link in the supply chain between manufacturers and retailers as well as commercial, institutional, and governmental end users. NAW is comprised of direct member companies and a federation of national, regional, state and local associations which together include approximately 40,000 companies operating at more than 150,000 locations throughout the nation. The overwhelming majority of wholesaler-distributors are small to medium size, closely held businesses. The wholesale distribution industry generates \$5.6 trillion in annual sales volume and provides stable and good-paying jobs to more than 5.9 million workers.

The **National Council of Chain Restaurants ("NCCR")**, a division of the National Retail Federation, is the leading organization exclusively representing chain restaurant companies. For more than 40 years, NCCR has worked to advance sound public policy that

serves restaurant businesses and the millions of people they employ. NCCR members include the country's most respected quick-service and table-service chain restaurants.

The National Federation of Independent Business ("NFIB") is the nation's leading small business association, representing members in Washington, D.C., and all 50 state capitals. Founded in 1943 as a nonprofit, nonpartisan organization, NFIB's mission is to promote and protect the right of its members to own, operate and grow their businesses. NFIB represents small businesses nationwide, and its membership spans the spectrum of business operations, ranging from sole proprietor enterprises to firms with hundreds of employees.

The National Restaurant Association ("NRA") is the leading business association for the restaurant and food service industry. The industry is comprised of over one million restaurant and food service outlets employing about 15 million people. The food service industry is the nation's second largest private-sector employer, employing approximately 10 percent of the U.S. workforce.

The National Retail Federation ("NRF") is the world's largest retail trade association, representing all aspects of the retail industry. NRF's membership includes discount and department stores, home goods and specialty stores, Main Street merchants, grocers, wholesalers, chain restaurants, and Internet retailers. Retail is the nation's largest private sector employer, supporting one in four U.S. jobs—42 million working Americans. Contributing \$2.6 trillion to annual GDP, retail is a daily barometer for the nation's economy. NRF regularly advocates for the interests of retailers, large and small, in a variety of forums, including before the legislative, executive, and judicial branches of government.

The Restaurant Law Center ("RLC") is an independent public policy organization affiliated with NRA, the largest food service trade association in the world. The RLC seeks to

provide courts as well as state and federal agencies with the industry's perspective on legal issues and regulations significantly affecting the industry. As the nation's second largest private-sector employer, our industry has a profound interest in national labor policy in general and interpretation of the National Labor Relations Act, including the joint employer doctrine, specifically.

The **Retail Industry Leaders Association** ("RILA") is a membership association consisting of the largest and fastest growing companies in the retail industry—retailers, product manufacturers, and service suppliers—which together account for more than \$1.5 trillion in annual sales. RILA members provide millions of jobs and operate more than 100,000 stores, manufacturing facilities, and distribution centers located both domestically and abroad. RILA promotes consumer choice and economic freedom through public policy discussions on issues of importance to its members, including labor issues.

Each of the Petitioners is an interested "person" within the meaning of Section 2(1) of the Act, Section 551(2) of the Administrative Procedure Act ("APA"),¹ Section 553(e) of the APA,² and Section 102.124 of the National Labor Relations Board Rules and Regulations, Part 102 ("NLRB Rules"). This petition is submitted pursuant to those rules and, in particular, pursuant to Sections 124 and 125 of the NLRB Rules, which provide:

Sec. 102.124 *Petitions for issuance, amendment, or repeal of rules.* Any interested person may petition the Board, in writing, for the issuance, amendment or repeal of a rule or regulation. An original and seven copies of such petition shall be filed with the Board in Washington, D.C., and shall state the rule or regulation proposed to be issued, amended, or repealed, together with a statement of grounds in support of such petition.

¹ See 5 U.S.C. §551(2): "[P]erson' includes an individual, partnership, corporation, association or public or private organization other than an agency."

² See 5 U.S.C. §553(e): "Each agency shall give an interested person the right to petition for the issuance, amendment, or repeal of a rule."

Sec. 102.125 Action on petition. Upon the filing of such petition, the Board will consider the same and may either grant or deny the petition in whole or in part, conduct an appropriate hearing thereon, or make other disposition of the petition. Should the petition be denied in whole or in part, prompt notice will be given of the denial, accompanied by a simple statement of the grounds unless the denial is self-explanatory.

II. INTRODUCTION AND OVERVIEW

On May 9, 2018, the Board and the Office of Information and Regulatory Affairs published a submission at the request of the Chairman stating that the Board is considering using the rulemaking process to address the standard for determining joint-employer status under the Act.³ In that announcement, Chairman Ring acknowledged that: “uncertainty over the standard to be applied in determining joint-employer status under the Act undermines employers’ willingness to create jobs and expand business opportunities.”⁴ He further noted: “I am committed to working with my colleagues to issue a proposed rule as soon as possible, and I look forward to hearing from all interested parties on this important issue that affects millions of Americans in virtually every sector of the economy.”⁵ Chairman Ring subsequently noted in a letter to members of Congress that a “majority of the Board is committed to engage in rulemaking, and the NLRB will do so.”⁶ Petitioners fully support rulemaking on this important issue, in order to realign the Board’s joint-employer test with Congress’s intent under the Act.

³ See Board announcement at <https://www.nlr.gov/news-outreach/news-story/nlr-considering-rulemaking-address-joint-employer-standard> and <https://www.reginfo.gov/public/do/eAgendaViewRule?pubId=201804&RIN=3142-AA13>

⁴ *Id.*

⁵ *Id.*

⁶ Letter from National Labor Relations Board Chairman John Ring to Senators Elizabeth Warren, Kirsten Gillibrand, Bernard Sanders, June 5, 2018, available here: https://www.nlr.gov/sites/default/files/attachments/news-story/node-6695/nlr_chairman_provides_response_to_senators_regarding_joint_employer_inquiry.pdf

Petitioners agree with Chairman Ring's observation regarding the uncertainty facing the regulated community in light of the Board's recent decisions in this area of the law.

For many decades, the Board employed a straightforward standard, consistent with congressional intent, for determining whether separate companies should be treated as joint-employers under the Act. Under this precedent, the Board's determination turned on whether a firm actually exercised direct and immediate control over the hiring, firing, discipline, pay and other key aspects of the terms of employment of another firm's employees. This standard, known colloquially as the "direct and immediate control test," was faithful to the language, legislative history and intent behind the Taft-Hartley amendments to the Act. It was also an easy, bright line test that employers could understand and apply to their businesses and business relationships.

That all changed in 2015, when the Board unjustifiably jettisoned its decades-old standard in *Browning-Ferris Industries*, 362 NLRB No. 186 (Aug. 27, 2015) ("*BFI*"). In *BFI*, the Board abandoned the "direct and immediate control" test and instead established a vague and sweeping new test that drastically expands the scope of the joint-employer standard and threatens to redefine the employer-employee relationship across myriad businesses and industries in the United States. Under the *BFI* test, an entity can be found to be a joint-employer even if it exercises only indirect control over another firm's employees or—even worse—if it simply possesses the ability to control, but does not exercise any control.

The *BFI* majority premised its controversial holding on a claimed need to return the joint-employer standard to the state in which it existed before the Board supposedly narrowed the test decades ago. But a survey of the Board's pre-*BFI* precedent, as well as the history underlying passage of Taft-Hartley, reveals no support for the Board's purported premise. The

BFI standard is inconsistent with a long line of the Board's prior decisions and drastically departs from the common law principles of agency enshrined in the Act's definitions of "employer" and "employee."

In addition, the *BFI* decision turns a blind eye to the realities of American workplaces and threatens to undermine innovative new business models and the very business relationships that are the engine of our nation's economy. *BFI*'s "reserved control" and "indirect control" standards are so vague and broad that it is often impossible for businesses to determine which relationships will trigger joint employment and which will not. The scant guidance from the Board on how to apply this unprecedented and amorphous standard has left the regulated community in the dark as to how to structure business to business relationships in a manner that predicts liability or other joint employer obligations.

While the uncertainty created by the *BFI* standard negatively impacts companies of all sizes across many industries, it is particularly damaging for small and local businesses. The standard encourages larger companies to limit the number of entities with whom they contract, which stifles opportunities for small businesses and startups. Quite simply, managing one joint employer relationship is preferable to managing a dozen or more.

Many companies also may conclude that if they are going to be held responsible for the violations and liabilities of their suppliers, subcontractors, franchisees, or other business relationships, they must exert *more* control over their day-to-day operations so that they can be more aware of, and seek to mitigate, these liabilities. For example, franchisors would become responsible for matters such as who to hire, when to fire, and how much to pay, driving up administrative costs and relegating the small business franchisee to a middle manager that ultimately is no longer in control of their business success. These franchisees are entrepreneurs,

seeking to own and run their own business—not to be a middle manager. This increase of control by franchisors would undermine the franchise business model and result in a severe constriction of business opportunities for many entrepreneurs, including many minority business people.

Ironically, BFI's expansive and unpredictable standard also discourages company policies that lawmakers and supporters of the *BFI* standard have applauded.⁷ Many companies maintain corporate social responsibility and responsible contractor policies, not only for their own employees, but for those of their suppliers and business partners. *BFI* discourages such policies. If, for example, a large company wishes to require that its contractors pay above a specific wage, or provide specific levels of paid leave, the “indirect” and “potential” control concepts of *BFI* greatly increase the likelihood those companies would be considered joint employers. This new liability would in many cases cause the contracting company to reconsider having their contractors meet these requirements.

The concern regarding *BFI*'s unworkable joint-employer standard has galvanized business owners in every industry. Since 2014, when the Board first announced it would consider the *BFI* case on review and invited amicus briefs on the question of whether to change the Board's joint-employer standard, business owners have engaged their elected representatives to raise awareness of the problems associated with an expanded joint-employer standard:

- **28 business owners and executives representing the business community have testified** before Congress in at least 11 hearings, telling their business stories and explaining how the Board's *BFI* test threatens their businesses and employees;
- **100+ in-state meetings** have been held with members of Congress and their local business communities to share concerns regarding the *BFI* standard and the threat it poses to job creation and American business;

⁷ See, e.g., <https://obamawhitehouse.archives.gov/champions/working-family-champions-of-change/satya-nadella>.

- **Over 150,000 letters have been sent to Congress** expressing confusion about the standard, asking for clarity, and urging congressional action on legislation;
- **Thousands of meetings have been held** between business owners and members of Congress in Capitol Hill offices, and
- **Numerous businesses and coalitions, including many of the petitioners, have weighed in as concerned amici in briefs both to the Board and the U.S. Court of Appeals for the D.C. Circuit, in which the *BFI* appeal is pending.**

Petitioners are greatly concerned that if left in place, the test promulgated in *BFI* will undermine longstanding business models and jeopardize job creation. The Board's pre-*BFI* precedent worked well for decades, provided the regulated community with clarity and predictability, and best effectuated the well-established principles of common law agency that underlie the Act. Petitioners advocate for the return to a rule which follows the Board's pre-*BFI* precedent and adheres to the congressional language and intent underlying Taft-Hartley.

III. SUGGESTED PROPOSED RULE

Petitioners respectfully petition the Board to promulgate and issue the following rule, pursuant to its authority granted by Sections 6 and 9 of the Act⁸:

"The Board may consider a person to be an employer in relation to an employee within the meaning of Section 2(2) of the National Labor Relations Act only if such person actually exercises direct and immediate control over the essential

⁸ As part of the rulemaking, it would be important for the Board to clarify that potential joint employer status is relevant only when two entities are each a separate "employer." Joint employer status should not be examined when it is alleged that two entities are insufficiently distinct for each entity to be a separate "employer." Rather, when such an allegation arises, it should be resolved exclusively by reference to the Board's "single employer" or "alter ego" doctrines. Likewise, when it is alleged that one "employer" entity has been replaced by another "employer" entity in circumstances where the predecessor employer's employment obligations apply (in whole or in part) to the successor employer, and where both entities are each a separate "employer," this does not implicate joint employer status. Rather, when this type of allegation arises, it should be resolved exclusively by reference to the Board's "successorship" doctrines. This joint employer rule deals only with joint employer status; it does not affect or modify the Board's existing doctrines regarding single employer, alter ego or successorship status.

Also as part of the rulemaking, Board should clarify that, contrary to the holding of *Miller & Anderson, Inc.*, 364 NLRB No. 39 (2016), no bargaining unit shall be deemed appropriate as to any employer unless the employer has an employer relationship as to all bargaining unit employees.

terms and conditions of the employment of such employee, and if the exercise of such control is more than limited and routine in nature.

“Essential terms and conditions of employment” shall mean the hiring, promotion, discipline and discharge of employees; determination of individual employee rates of pay and benefits; engaging in the day-to-day supervision of employees, and assigning to employees their individual work schedules, positions and tasks.

Essential terms and conditions of employment shall not include any of the following: actions, policies or programs intended (1) by any franchisor to maintain or enforce the brand protection standards required of persons who enter into franchising arrangements with such franchisor; (2) by any entity to implement or administer any social responsibility code or policy, including safety policies, with respect to suppliers, vendors or other entities with whom it has a business relationship; (3) by any entity to require compliance by its suppliers, vendors or other entity with whom it has a business relationship with any federal, state or local law, regulation or other legal requirement; (4) by any entity to establish time parameters when the activity or work in question is to be performed; (5) by any entity to establish quality or outcome standards for any activity or work performed for such entity; (6) by any entity to require an individual to wear any type of uniform or any other type of identification that mentions in any manner the entity for which the activity or work is being performed; (7) by any entity to maintain or enforce product, brand, or reputational protection standards for its products, goods or services; and (8) to implement third party delivery and courier services, or technology-based shared staffing applications (including, but not limited to, insurance, training, financing and leasing services).

In no event shall retained or reserved but unexercised control over essential terms and conditions of employment, or the exercise of indirect control over essential terms and conditions of employment, constitute or be evidence of joint employer status under the Act.”

IV. STATEMENT OF GROUNDS IN SUPPORT OF PETITION

A. The Act (and the Common Law) Limits the Board’s Authority To Define Who is the “Employer”

A new rule is necessary to realign the Board’s joint-employer test with the Act. The history underlying passage of the Taft-Hartley amendments to the Act make clear that Congress restricted the Board to well-established principles of common law agency in determining who is

an employer and who is an employee under the Act. Those principles do not support the Board's sweeping decision in *BFI*.

Prior to Taft-Hartley, the U.S. Supreme Court had held in *NLRB v. Hearst Publications* that the Act's definition of "employee" included independent contractors. The Court based this holding on the belief that anyone having an "economic relationship" with a firm should be deemed its "employee," and that the employment relationship should be determined based on "economic facts rather than technically and exclusively by previously established legal classifications."⁹

In response to the Supreme Court's decision in *Hearst*, Congress passed Taft-Hartley, which included two amendments to the Act that limited the scope of the employment relationship. Specifically, Congress expressly excluded "independent contractors" from the definition of "employee,"¹⁰ and added the phrase "acting as an agent of an employer,"¹¹ to limit the Act's definition of employer. Taft-Hartley's legislative history illustrates that Congress' intention in making these changes to the Act was to limit the employer-employee concept to instances in which the putative employer exercised direct control over the putative employee:

[The concept of "employee"], according to all standard dictionaries, according to the law as the courts have stated it, and according to the understanding of almost everyone, with the exception of members of the National Labor Relations Board, means someone who works for another for hire . . . [and who] work for wages or salaries under direct supervision.¹²

⁹ *NLRB v. Hearst Publications*, 322 U.S. 111, 128-28 (1944).

¹⁰ 29 U.S.C. §153(3).

¹¹ 29 U.S.C. §152(2) (emphasis supplied).

¹² H.R. Rep. No. 245, at 18, 80th Cong., 1st Sess. (1947)(emphasis supplied); see also *id.* at 11 (revised definition of "employer" "makes employers responsible for what people say or do only when it is within the actual or apparent scope of their authority, and thereby makes the ordinary rules of the law of agency equally applicable to employers and unions"); and *id.* at 68 ("before the employer can be held responsible for a wrong the man who does the wrong must be specifically an agent or come within the technical definition of an agent").

Taft-Hartley thus reflects Congress' rejection of more expansive views of the employment relationship, such as the "economic realities" noted in *Hearst*, in favor of the principles of common-law agency. Courts have long recognized that those principles require more than the indirect or retained or reserved but unexercised control to establish joint-employer liability. For instance, the Supreme Court has held for over 100 years that "under the common law loaned servant doctrine, immediate control and supervision is critical in determining for whom the servants are performing services."¹³ More recent judicial decisions have repeatedly emphasized that the common law test for employer status requires evidence of direct and immediate control.¹⁴

The lessons to be drawn from this history are simple: (1) Congress intended that the Board be limited to traditional common law principles when deciding who is an "employer" and who is an "employee" under the Act; and (2) those principles have always been understood by interpreting courts as requiring more than mere indirect, or reserved but unexercised, control by the putative employer over the day-to-day work of the putative employees.

¹³ *Shenker v. Baltimore & Ohio R. Co.*, 374 U.S. 1, 6 (1963), citing *Standard Oil Co. v. Anderson*, 212 U.S. 215 (1909).

¹⁴ See, e.g., *Cnty. For Creative Non-Violence v. Reid*, 490 U.S. 730 (1989) (because Copyright Act of 1976 does not define "employer" or "employee," Court must look to common law to determine whether work of artist hired by petitioner was "work for hire" under statute; common law focuses on "the hiring party's right to control the manner and means by which the product is accomplished"); *Gulino v. N.Y. State Education Department*, 460 F.3d 361, 379 (2d Cir. 2006) (interpreting *Reid* in Title VII case as "countenanc[ing] a relationship where the level of control is direct, obvious and concrete, not merely indirect or abstract") (emphasis supplied); *Doe I v. Wal-Mart Stores, Inc.*, 572 F.3d 677 (9th Cir. 2009) (Wal-Mart not joint-employer of the employees of its suppliers where it had no right to "immediate level of day-to-day control") (emphasis supplied); *Patterson v. Domino's Pizza, LLC*, 333 P.3d 723 (Cal. 2014) (franchisor not liable for franchisee's harassment of its employee under California Fair Employment and Housing Act, because traditional agency principles "require[] a comprehensive and immediate level of day-to-day authority over matters such as hiring, firing, direction, supervision, and discipline of the employee") (emphasis supplied).

B. The Board's Prior Joint-Employer Standard Was Consistent With the Common Law Concepts Enshrined in the Act

Contrary to the claims of the *BFI* majority, the Board's joint-employer standard had always been consistent with Congress's clear intent in the Taft-Hartley amendments until the dramatic departure in *BFI*. The *BFI* majority traced the "core" of the Board's joint-employer jurisprudence to a 1965 decision, *Greyhound Corp.*,¹⁵ which the *BFI* majority claimed represented the Board's "traditional" joint-employer standard. The standard applied in *Greyhound Corp.* was fully consistent with the common law and with the Board's more recent pre-*BFI* precedent.

In its *Greyhound* decision, the Board considered whether Greyhound was a joint-employer of janitors and maids provided by an outside maintenance company. The Board found joint-employer status because Greyhound and the maintenance company "share[d], or codetermine[d], those matters governing essential terms and conditions of employment" and because Greyhound "possessed sufficient control over the work of the employees" to qualify as a joint-employer.¹⁶ Specifically, the Board found it probative that Greyhound provided the janitors with detailed daily and weekly instructions, set their pay rates and retained or reserve the right to recapture profits if employees were hired below these rates, and mandated the maintenance company follow all of its "suggestions." Thus, the evidence established that Greyhound directly controlled the wages earned by the maintenance company's employees.

In the years following the *Greyhound* decision, the Board continued to address joint employer issues by focusing primarily on whether two or more entities "share or codetermine"

¹⁵ 153 NLRB 1488 (1965).

¹⁶ *Id.*

essential employment terms based on the exercise of joint control that directly affects such matters in a manner that is not limited or routine.

1. The Board Never Found Joint-Employer Status Based on the Exercise of Indirect Control Alone

The *BFI* majority also claimed that in several post-*Greyhound* cases, the Board found joint-employer status based on the exercise of indirect control alone. But again, close review of those cases reveals that the Board has no established history of finding joint-employer status solely on the basis of indirect control.

In fact, the Board's post-*Greyhound* decisions were faithful to common law agency principles in that they typically required at least some evidence of direct control over a material term or condition of employment. For example, in *Sun-Maid Growers*, the Board found joint-employer status when contract electrical workers were assigned work by and supervised directly by Sun-Maid supervisors instead of by a supervisor from their employer-contracting company.¹⁷ While the Board noted that a putative employer need not "hover over the maintenance electricians, directing each turn of their screwdrivers and each connection that they made," the control exercised by Sun-Maid in this case was nonetheless significant and only loosely defined as "indirect." Similarly, in *Hamburg Industries, Inc.*, a company was considered a joint-employer because it "constantly check[ed] the performance of the [contract] workers and the quality of the work."¹⁸ It is difficult to construe "constant" supervision as anything other than direct control.

¹⁷ 239 NLRB 346 (1978). Importantly, the Board held that it would recognize Sun-Maid as a joint-employer so long as it "exercised effective control over the working conditions." (emphasis added).

¹⁸ 193 NLRB 67 (1971).

In *Clayton B. Metcalf*, “the Board found significant indicia of control where a putative employer [a mine operator], although it ‘did not exercise direct supervisory authority over’ the workers [subcontractors] at issue, nonetheless” held “day-to-day responsibility for the overall operations” of the worksite and gave the subcontractors assignments in addition to those defined in the contract.¹⁹ In other words, the Board did not appear to consider indirect supervisory control sufficient and instead looked to other indicia of control to find joint-employer status.

Other cases that addressed the potential probative value of indirect control also included evidence of direct control as well. For example, in *Floyd Epperson*, the Board considered the fact that a putative joint-employer had indirect control over drivers’ wages and direct supervisory control over the drivers’ assignments.²⁰

In short, it is clear from these decisions the Board never espoused a “traditional” joint-employer test that is anything close to the sweeping test adopted in *BFI*.

2. The Board Never “Narrowed” The *Greyhound* Standard

The *BFI* majority is also inaccurate in stating that recent, post-1980 decisions by the Board “narrowed” the *Greyhound* standard. A review of those more recent Board decisions, which were expressly overruled by *BFI*, shows that the Board had not “narrowed” the *Greyhound* standard in any meaningful way, but instead simply expressed more clearly principles that were already reflected in *Greyhound* and its progeny.

The Board’s efforts to clarify its joint-employer standard began with the Reagan Board in the early 1980’s. In 1982, the U.S. Court of Appeals for the Third Circuit endorsed the *Greyhound* “codetermine or share” standard for determining if two or more statutory employers

¹⁹ 233 NLRB 642 (1976).

²⁰ 220 NLRB 23 (1973), *enfd.* 491 F.2d 1390 (6th Cir.1974).

are joint-employers.²¹ The Court noted that some Board decisions had confused the joint-employer test with the separate “single employer” doctrine used to determine whether nominally separate entities were in fact a single, integrated enterprise such that they were for labor law purposes truly one entity. The Court merely clarified that the single employer doctrine was not applicable in joint employer cases, where two *admittedly* separate firms contracting for services share some level of control over the employees of one of the firms. The Court noted that “the joint employer concept recognizes that the business entities involved are in fact separate but that they share or co-determine those matters governing the essential terms and conditions of employment.”²² In adopting the Board’s *Greyhound* standard as the correct standard in joint-employer cases, the Court stated:

We hold therefore that . . . where two or more employers *exert significant control* over the same employees—where from the evidence it can be shown that they share or co-determine those matters governing essential terms and conditions of employment—they constitute ‘joint employers’ within the meaning of the NLRA.²³

Shortly after the Third Circuit’s 1984 ruling in *Browning-Ferris*, the Board issued a pair of decisions that clarified its existing standard. In *Lareco Transportation and Warehouse*, the Board restated its joint-employer rule as follows:

The joint employer concept recognizes that two or more business entities are in fact separate but that they share or codetermine those matters governing the essential terms and conditions of employment . . . To establish joint employer status there must be a showing that the employer *meaningfully affects* matters relating to the employment relationship such as hiring, firing, discipline, supervision and direction.²⁴

²¹ *NLRB v. Browning-Ferris Industries of Pennsylvania, Inc.*, 691 F.2d 1117 (3d. Cir. 1982), *enfg.* 259 NLRB 148 (1981).

²² *Id.* at 1123.

²³ *Id.* at 1124 (emphasis supplied).

²⁴ 269 NLRB 324, 325 (1984)(emphasis supplied).

The Board applied the standard to the facts before it to rule that Lareco was not the joint-employer of truck drivers supplied under a leasing contract with another company. The Board noted that while Lareco provided some supervision of the drivers, it was “of an extremely routine nature,” and that “[a]ll major problems relating to the employment relationship” were handled by the drivers’ employer. Although Lareco provided the drivers with vehicles, occasionally provided direction regarding driver performance, and established driver qualifications and safety regulations, the Board held these factors were inadequate to establish the level of control required to find joint-employer status.

The Board reached a similar decision in *TLI, Inc.*, another case involving the provision of leased truck drivers to another company. The Board ruled that the customer was not a joint-employer of TLI’s drivers because “the supervision and direction exercised by [the customer] on a day-to-day basis is both limited and routine, and considered with [its] lack of hiring, firing, and disciplinary authority, does not constitute sufficient control to support a joint-employer finding.”²⁵

The Board thereafter consistently applied the clarified standard articulated in *Lareco* and *TLI* for over thirty years. Those decisions established several clear-cut and easy to understand principles:

- (1) the “essential element” in the joint-employer analysis is whether a putative joint-employer’s control over employment matters is “direct and immediate;”²⁶

²⁵ *TLI, Inc.*, 271 NLRB 798 (1984).

²⁶ *Airborne Express*, 338 NLRB 597, 597 fn. 1 (2002); see also *Southern California Gas*, 302 NLRB 456 (1991) (building management company was not the joint-employer of workers supplied by a janitorial company—regardless of the fact that the building management company dictated the number of workers to be employed, communicated specific work assignments to the workers’ manager, and ultimately determined whether the cleaning tasks had been completed properly—because manager exercised no direct control besides communicating the job to the contractor and making sure contracted work was completed as requested).

(2) control, to be sufficiently indicative of joint-employer status, cannot merely be “limited and routine,”²⁷ and

(3) the Board should not “merely” rely on the existence of contractual provisions, but rather must look “to the actual practice of the parties;” in other words, retained or reserved but unexercised control is insufficient by itself to create joint-employer status.²⁸

The *BFI* majority describes these cases as a narrowing departure from the clearly-established *Greyhound* line of precedent. A close examination reveals, however, that these cases do not depart from *Greyhound*, but rather provide a more complete explanation as to how the Board had been applying *Greyhound* all along and, in doing so, define the kinds of control that would qualify as “sufficient” to support a finding of joint-employer status. The Board’s pre-*BFI* precedent, while not always as well-explained, remained consistent for decades and was faithful to Congress’ command that employer status under the Act must be established based on common law agency principles.

3. Prior to *BFI*, the Board Never Found Joint-Employer Status Based on Retained or Reserved Control Over Routine or Minor Matters

Relying on a number of cases following the *Greyhound* decision through the early 1980s, the *BFI* majority asserted that the Board had found joint-employer status based solely on retained or reserved control over routine or minor matters. But a close review of those cases shows that the Board never found retained or reserved control over routine or minor matters to be probative of joint-employer status. In *Mobil Oil Corp.*, the Board looked to the parties’ actual practice in

²⁷ *AM Property Holding Corp.*, 350 NLRB 998 (2007) (noting the Board generally has found supervision to be limited and routine where a supervisor’s instructions consist primarily of telling employees what work to perform, or where and when to perform the work, but not how to perform the work).

²⁸ *Id.* (“[T]he contractual provision giving AM the right to approve [contractor] hires, standing alone, is insufficient to show the existence of a joint-employer relationship”).

finding an oil platform operator the joint-employer of workers supplied by a contractor.²⁹ The Board considered the fact that the contractor's lead men were merely "conduits" between the operator and the laborers, and the contractors could not give their laborers any direction without "being given the say-so" of the operator. The operator often bypassed the lead men altogether and gave direct work instruction to the contract laborers. The operator also: regularly interviewed potential laborers and made hiring decisions; determined the classifications of those hired; prepared and posted work schedules; authorized overtime; approved promotions and vacations; and verified time slips. In view of the operator's actual exercise of direct control over its contract laborers, the Board found joint-employer status.

In *Ref. Chem. Co.*, the Board found that a company engaged in the manufacture, sale, and distribution of petrochemical products was the joint-employer of insulation maintenance service technicians supplied by a corporate contractor.³⁰ Record evidence established the manufacturing company had a practice of approving prospective maintenance service technicians' applications, determining the number of employees needed, and deciding who (if anyone) would be permitted to work overtime. In addition, the manufacturing company maintained "virtually complete control" over the maintenance service technicians as reflected in the day-to-day operations. In fact, the contractor had no authority to exercise discretion in the manner its employees' work was carried out under the contract. All work was performed on the manufacturing company's premises with its own equipment and machinery, and the maintenance service technicians' supervisor could not undertake any project without receiving a work order and specifications

²⁹ 219 NLRB 511 (1975). Interestingly, the Board claimed it "did not know" whether the operator was the joint-employer of a different group of employees because "no evidence was introduced regarding the manner in which [this other services contract] was actually implemented."

³⁰ 169 NLRB 376 (1968).

from the manufacturing company's central maintenance. The Board also found it probative that the manufacturing company owned nearly 50% of the contracting company's stock. As a result of these close financial ties and the "complete control" *exercised* by the manufacturing company, the NLRB found joint-employer status.

In another post-*Greyhound* case, *Harvey Aluminum, Inc.*, the Board determined that a plant owner was the joint-employer of the employees of the plant operator.³¹ The plant owner retained (and seemingly utilized) control over virtually every element of operation.³²

C. The Board's Prior Joint-Employer Standard Provided Businesses With Predictability and Stability in Their Business Relations and Petitioners' Proposed Rule Would Do The Same

In addition to being consistent with Congressional intent, the Board's long-standing pre-*BFI* requirement that control must be "direct and immediate" to establish joint-employer status, and that retained or reserved but unexercised control alone is not probative of such status, are concepts that were easy to comprehend and apply in practice. These benchmarks allowed businesses of all sizes to structure and enter into myriad business relationships – contractor-subcontractor; lessor-lessee; franchisor-franchisee; employer-staffing agency; and parent-subsidary, to name a few – with confidence that they could operate free from the fear of being found a joint-employer, provided they followed the Board's guidance.

The "direct and immediate" requirement ensured that a putative employer must *actually be involved* in those matters most critical to the employment relationship, such as hiring, firing,

³¹ 147 NLRB 1287 (1964).

³² No Board case, prior to *Browning-Ferris Industries*, found that two or more entities were joint employers based exclusively on reserved or retained control over routine or minor matters. In fact, the only instances in which reserved or retained control supported a finding of joint employer status have been cases where extensive joint control was actually exercised (see the cases described in the text) or where the amount of control was absolute with the putative joint employer having near-complete power over the other entity or entities. See, e.g., *Jewel Tea Co.*, 162 NLRB 508 (1966); *Value Village*, 161 NLRB 603 (1966).

establishing wages, and directly and immediately supervising the workers and their work. In a practical sense, employers who do not exercise this level of control over the employees of a staffing firm, subcontractor or franchisee are not “meaningfully” affecting the terms and conditions of their employment. The Board’s prior precedent recognized this fact and did not subject companies to disputes or liability involving employees over which they exercised indirect or little control.

The Petitioners’ suggested proposed rule would reinstitute the Board’s “direct and immediate” control test as the benchmark of joint-employer status, and would prevent the Board from finding joint-employer status in situations involving retained or reserved control, or the exercise of indirect control alone – neither of which, on their own or jointly, square with the requirements of the Act.

At the same time, the Board’s recognition that the exercise of control that is merely “limited and routine” does not give rise to joint-employer status allowed businesses to maintain a reasonable degree of commercial oversight over issues such as brand integrity, corporate social responsibility, reputational protection, contractor efficiency, and overall product and service quality without risking liability for doing so. It is not unreasonable for a major franchisor, for example, to expect that its franchisees adhere to certain standards that preserve and maintain the status of the franchised brand. Preservation of such standards are what enable the franchised brand to succeed in the first place.

Further, it is reasonable and necessary for a business entity to require individuals performing work for it, especially on the entity’s property, to observe basic safety standards. Likewise, many large companies require that their supply chain partners adhere to certain corporate social responsibility principles such as fair and safe treatment of their employees,

compliance with labor laws, and the like. Additionally, it is reasonable and necessary for a healthcare facility to require individuals performing patient care functions to observe basic medical quality and safety. The Board's pre-*BFI* precedent recognized that maintenance of such standards alone should not turn a franchisor, or an entity with many third-party suppliers and contractors, into a joint-employer.

The Petitioners' proposed rule would eliminate the possibility that certain business models, such as the franchisor-franchisee relationship, would alone be indicative of joint-employer status without some additional evidence that the franchisor is actually exercising direct and immediate control over the essential terms and conditions of employment of the franchisee's employees. Virtually all franchises must exercise some level of control over the consistency and integrity of the franchised brand so that both parties – franchisor and franchisee – can reap the benefits of the brand. Indeed, the franchisor is legally required to maintain control over its brand in order to maintain the trademarks it has licensed to franchisees.³³ Prior to *BFI*, the Board avoided finding joint-employer status in most franchisor-franchisee relationships absent evidence of direct control.³⁴ But under *BFI*, if a franchisor retains and/or exercises control over the manner in which the franchisee sets up a store, how it prepares and markets its products, what tools or equipment it uses in the performance of the franchised business, and how the franchisee's employees operate the business, the Board may find it has retained or reserved sufficient indirect control over the employment terms of the franchisee's employees to be their joint-employer. Thus, franchisors may be exposing themselves to joint-employer liability simply

³³ See, e.g., *Barcamerica International USA Trust v. Tyfiled Importers, Inc.*, 289 F.3d 589, 596 (9th Cir. 2002) ("A trademark owner may grant a license and remain protected provided quality control of the goods and services maintained under the trademark by the licensee is maintained").

³⁴ See, e.g., *Tilden, S.G., Inc.*, 172 NLRB 752 (1968) (franchisor not a joint-employer, despite franchise agreement dictating "many elements of the business relationship," because franchisor did not exercise "direct control" over franchisee's labor relations).

by maintaining controls that are legally required in order to preserve the status of their trademarks under federal law. The proposed rule sensibly eliminates this possibility.

Additionally, numerous businesses maintain corporate social responsibility policies that promote a wide range of policy goals, including corporate accountability, environmental stewardship and human rights standards. Oftentimes, corporate social responsibility policies require business partners to adhere to a higher standard than the law requires (e.g., procuring food products from sustainable sources, or paying higher than the minimum wage, or providing a minimum number of sick and leave days to its employees). The maintenance of such policies alone, which clearly help to further the social good, should not subject such businesses to joint-employer liability. The proposed rule would eliminate the possibility that the existence of a corporate social responsibility will turn businesses into joint-employers.

D. Rulemaking Would Provide a More Participatory Process Than Adjudication For Addressing the Board's Joint-Employer Standard

Although the Board does most of its policymaking through case adjudication, there is ample justification for the use of notice-and-comment rulemaking to define joint-employer status. For one thing, the rulemaking process will provide the regulated community with a broader opportunity to participate. The *BFI* decision brought substantial attention to the issue of joint-employer status and the impact it could have in a variety of settings. Inviting interested parties to file amicus briefs on these issues, while useful, does not provide nearly the volume and depth of feedback as the Board will receive during a rulemaking, particularly on an issue as important to the business community as this one. As noted in NLRB Chairman John Ring's June 5, 2018 letter to Senators Warren, Gillibrand and Sanders, notice-and-comment rulemaking will

allow more businesses in these industries to weigh in and provide the Board with more comprehensive feedback on how its standards impact different business models.³⁵

A rulemaking process would also allow the Board fine-tune a rule within existing legal frameworks that would also permit the maintenance of publicly beneficial contracting standards. Instead of being constrained by the facts and issues presented in a specific case, a rulemaking will allow the Board to explain in detail the full scope of the rule and how it is to be followed. These are details that are not included in case decisions.

Additionally, as Chairman Ring's letter makes clear, regulations apply only prospectively, while case decisions can be applied retrospectively as well. The clarity of prospective-only application makes regulations a highly valuable tool for setting policy, and will also eliminate any conflicts of interest questions or suggestions of recusal as any new regulation will not benefit parties with currently existing cases.

In summary, a rulemaking on joint employer status would provide the regulated community with more predictability. The Board is often criticized for its frequent policy reversals, most of which tend to track the changes in its political composition. Almost all of these shifts have played out through case adjudications, which are naturally easier and quicker to implement. Agency rules, on the other hand, are the product of a much more exhaustive—and democratic—process, and they tend to yield more predictable results. This is precisely what the regulated business community enjoyed for decades under the Board's pre-*BFI* precedent, as well as what it has been calling on Congress to provide through actual legislation.³⁶ Short of

³⁵ Letter from National Labor Relations Board Chairman John Ring to Senators Elizabeth Warren, Kirsten Gillibrand, Bernard Sanders, June 5, 2018, available here: https://www.nlr.gov/sites/default/files/attachments/news-story/node-6695/nlr_chairman_provides_response_to_senators_regarding_joint_employer_inquiry.pdf

³⁶ See, e.g., H.R. 3441, 115th Cong. (2017-18) ("Save Local Business Act"); S. 2015, 114th Cong. (2015-16) ("Protecting Local Business Opportunity Act").

Congressional action, rulemaking is the Board's best option for returning a measure of predictability to its precedent.

E. Notwithstanding a Rulemaking on Defining Joint Employer, the Board Can and Should Continue to Adjudicate Cases Involving Joint-Employer Issues

Petitioners also urge the Board to continue to decide pending cases involving joint-employer issues while any notice-and-comment rulemaking process is pending. Nothing prevents the Board from continuing to adjudicate cases even when those cases involve issues similar to those that may be addressed in a pending rulemaking.

It is a key function of the Board to resolve cases between specific parties as expeditiously as possible, in accordance with its traditional procedures. The parties to such cases are entitled to expeditious adjudications. Rulemaking is of an entirely different character, wherein the Board looks beyond the confines of a particular factual pattern in discrete cases involving particular parties, and instead involves the general public in a process that considers input on a much broader scale.

The rule eventually developed in a joint-employer rulemaking may, but need not, duplicate or be similar to what has been decided in case adjudications. That depends on the result of the public's input and the Board's analysis, guided by the requirements of law and sound policy choices.³⁷

³⁷ During the pendency of prior rulemakings involving representation case acute care hospital units and general representation case election processes, the Board continued to apply its existing rules pending the development of the new rules. *See, e.g., Tekweld Solutions, Inc.*, 361 NLRB No. 18, *3 n. 15 (Aug. 15, 2014); *St. Vincent Hospital and Health Center*, 285 NLRB 365, 366 (1987). However, these cases do not demand that the Board follow extant joint-employer law pending development of a joint-employer rule. In neither the Board's 1989 rulemaking on acute-care bargaining units, nor its more comprehensive rewrite of the representation case rules in 2014, was anyone suggesting that any of then-extant procedures were unlawful. Here, on the other hand, the Board is considering a rulemaking to replace a joint-employer standard precisely because, as demonstrated above, the extant standard is a radical departure from prior precedent and strays well beyond the congressional intent expressed in Taft-Hartley. The Board's obligation is to continue to apply the law *correctly* to the parties before it. If that obligation means overturning *BFI* through appropriate case adjudication during the pendency of any rulemaking on this issue, the Board can and should do so.

V. CONCLUSION

The proposed rule described above would return the determination of joint employer status to a standard that closely tracks the pre-*BFI* rule the Board followed for decades, re-establish a precedent that is faithful to the original intent of Congress in drafting the Taft-Hartley Act, and restore a measure of predictability and fairness to the Board's joint-employer precedent. Petitioners respectfully urge the Board to adopt the proposed rule and relieve the substantial regulatory burden created by *BFI*.

Respectfully submitted this 13th day of June, 2018.



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NLRB
ORDER SECTION

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

In the Matter of)	
)	
Proposed Rule to Establish the	)	Petition of the
Standard for Determining	)	Restaurant Law Center
Joint-Employer Status Under the)	
National Labor Relations Act)	
)	
)	

RULEMAKING PETITION

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TO THE HONORABLE MEMBERS OF THE NATIONAL LABOR RELATIONS BOARD:

The Petitioner named below respectfully submits this rulemaking petition for the National Labor Relations Board's ("NLRB" or "Board") consideration.

I. PETITIONER AND ITS LEGAL AUTHORITY

A. *Interest of the Petitioner*

The Restaurant Law Center (hereinafter "Law Center" or "Petitioner") is an independent public policy organization affiliated with the National Restaurant Association (hereinafter "Association"), the largest foodservice trade association in the world. Nationally, the industry is comprised of over one million restaurants and other foodservice outlets employing almost 15 million people—approximately ten percent of the U.S. workforce. Restaurants and other foodservice providers are the nation's second largest private-sector employers. Despite its size, small businesses dominate the industry; even larger chains are often collections of smaller franchised businesses.

The Law Center seeks to provide regulatory agencies and the courts with the industry's perspective on legal issues significantly impacting the industry. As the nation's second largest private-sector employer, our industry has a profound interest in national labor policy in general and interpretation of the National Labor Relations Act in particular.

Consequently, the Law Center has a significant interest in the development and application of the Board's joint employer doctrine. When the Board solicited public input on this issue in 2014, our affiliate, the National Restaurant Association, filed an *amicus* brief that strongly urged the Board to retain the then-existing "direct and immediate" joint employer standard. The Board subsequently issued *Browning-Ferris Industries*, 362 NLRB No. 186 (August 27, 2015) ("*BFI*") which was appealed to the U.S. Court of Appeals for the District of Columbia Circuit, whereupon the Association filed a similar *amicus* brief in support of the traditional joint employer standard. Additionally, the Association is a strong supporter of the Save Local Business Act (H.R. 3441), which would codify the "direct and immediate" standard in the National Labor Relations Act ("NLRA"). Both the Law Center and the Association regularly educate industry members on how the NLRB's joint employer doctrine could impact restaurants.¹

The Law Center and the Association are members of the Coalition for a Democratic Workplace (CDW) and, therefore, endorse and incorporate by reference the joint petition submitted by the CDW, the Law Center, the Association, and others on June 13, 2018. The Law Center files this separate Rulemaking Petition to emphasize the interests of the restaurant and food service industries with regard to the joint employer doctrine.

¹See, e.g., "NLRB to rule on joint employer status by summer," June 6, 2018, available at: <http://www.nrn.com/workforce/nlrb-rule-joint-employer-status-summer>; see also, "How a new 'joint-employer' standard could hurt franchising," August 19, 2015, available at: <https://www.restaurant.org/News-Research/News/How-a-new-joint-employer-standard-could-hurt-franc>

B. Petitioner's Legal Authority

The Petitioner is an "interested person" within the meaning of Section 2(1) of the NLRA, Section 102.124 of the National Labor Relations Board Rules and Regulations, Part 102 ("NLRB Rules"), as well as Sections 551(2) and 553(e) of the Administrative Procedure Act. This petition is submitted pursuant to those rules and, in particular, pursuant to Sections 124 and 125 of the NLRB Rules, which provide:

Sec. 102.124 Petitions for issuance, amendment, or repeal of rules. Any interested person may petition the Board, in writing, for the issuance, amendment or repeal of a rule or regulation. An original and seven copies of such petition shall be filed with the Board in Washington, D.C., and shall state the rule or regulation proposed to be issued, amended, or repealed, together with a statement of grounds in support of such petition.

Sec. 102.125 Action on petition. Upon the filing of such petition, the Board will consider the same and may either grant or deny the petition in whole or in part, conduct an appropriate hearing thereon, or make other disposition of the petition. Should the petition be denied in whole or in part, prompt notice will be given of the denial, accompanied by a simple statement of the grounds unless the denial is self-explanatory.

Although it is within the Board's discretion to make policy through adjudication or rulemaking, for the reasons set forth in greater detail below, Petitioner submits that rulemaking is a particularly appropriate and effective means in which to instill the Board's joint employer doctrine with clarity and predictability.

II. INTRODUCTION

Simply put, the rule proposed below would specifically and definitively resolve the current uncertainty surrounding the Board's joint employer standard. Of course, this uncertainty derives from the Board's controversial 3-2 ruling in *BFI* on August 27, 2015. Whether or not one agrees with the holding in *BFI*, and regardless of whether it is good policy or not, there is no doubt that the decision has led to significant controversy and confusion in the regulated community.² Fortunately, this uncertainty can be resolved by the promulgation of the regulation proposed herein.

For more than 30 years, the Board provided stability by giving all of its stakeholders the ability to know, with reasonable certainty, who employed any particular group of workers. The Board's long-standing joint employer standard deemed two separate entities to be joint

² See, e.g., "NLRB's Joint Employer Attack," THE WALL STREET JOURNAL (August 28, 2015)(describing how the "National Labor Relations Board's Democratic majority handed down a new joint-employer standard that radically rewrites U.S. labor law and upends thousands of business relationships. ") available at, <https://www.wsj.com/articles/nlrbs-joint-employer-attack-1440805826>; see also, Stacy Cowley, "Labor Board Ruling on Joint Employer Standard Leaves Some Companies Scratching Their Heads," THE NEW YORK TIMES, (August 28, 2015), available at <https://www.nytimes.com/2015/08/29/business/smallbusiness/labor-board-ruling-on-joint-employers-leaves-some-companies-scratching-their-heads.html>

employers of a unit of workers if they shared, or co-determined, “the essential terms and conditions of employment” of those workers in a manner that “meaningfully affects matters relating to the employment relationship such as hiring, firing, discipline, supervision, and direction.” *TLI, Inc.*, 271 NLRB 798 (1984). Moreover, the Board provided further clarity to that standard by requiring that the putative joint employer’s control over the employment matters be direct and immediate. *Id.* (citing *Laerco Transp.*, 269 NLRB 324 (1984)).

In the *BFI* decision, however, the Board reversed 30 years of established labor law to adopt a new but amorphous standard for determining when two legally separate companies jointly employ a group of employees. In particular, the Board adopted a two-part test. The first part of that test is, itself, a multi-factor test that the Board asserts determines whether a “common law employment relationship” exists between a particular group of workers and the putative joint employer. If so, then the Board looks at whether “the putative joint employer possesses sufficient control over those employees’ essential terms and conditions of employment to permit meaningful collective bargaining.” *Id.* at 2.

The Board’s decision in *BFI* fails to provide any guidance as to how the two-part test is to be applied. It provides no help to employees, employers, unions, or the Board’s own regional directors in enabling them to determine, with any reasonable certainty, which entity is, will or should be deemed to be a joint employer. Rather, *BFI* holds that an entity’s indirect control over another’s workers is sufficient in itself to render that entity a joint employer of the employees. *BFI* also dictates that the theoretical ability one entity has to control another’s workers, even if not exercised, is also sufficient to establish a joint employer relationship. Indirect control and the unexercised theoretical potential to control another company’s workers are inherent aspects of almost every business relationship where one entity provides goods or services to another. Moreover, the right to control the workers of another company is always inherently reserved by operation of law to any business that owns or leases property on which another company’s workers perform their jobs. *BFI* gives employers, employees and unions no basis for determining how much indirect control or reserved but unexercised right to control will be deemed sufficient by the NLRB to find that two entities are joint employers.

The Board is no doubt well aware of this confusion, and in the Unified Agenda of Regulatory and Deregulatory Actions (“Regulatory Agenda”) published by the Office of Information and Regulatory Affairs on May 9, 2018, the NLRB noted that it “is considering engaging in rulemaking to establish the standard for determining joint-employer status under the National Labor Relations Act.” In a statement accompanying the release of the Regulatory Agenda, NLRB Chairman John Ring stated, “The current uncertainty over the standard to be applied in determining joint-employer status under the Act undermines employers’ willingness to create jobs and expand business opportunities.”³ In a subsequent June 5, 2018 letter to Sen. Elizabeth Warren (D-MA), Sen. Bernard Sanders (I-VT), and Sen. Kirsten Gillibrand (D-NY), Chairman Ring stated that the Board is no longer just *considering* rulemaking but that “[a]

³ See “NLRB Considering Rulemaking to Address Joint-Employer Standard,” May 9, 2018, available at <https://www.nlr.gov/news-outreach/news-story/nlr-considering-rulemaking-address-joint-employer-standard>

majority of the Board is committed to engage in rulemaking” and that a Notice of Proposed Rulemaking (NPRM) would issue “as soon as possible, but certainly by this summer.”⁴

The Law Center supports the Board’s effort to engage in rulemaking to clarify the joint employer doctrine. Unless the Board acts through joint employer rulemaking, it will take years of litigation and untold cost to determine the proper application of the *BFI* standard to the diverse business arrangements that exist today in the restaurant and food service industries. The Board has a unique opportunity to immediately exercise its expertise in the labor-management arena and speak definitively on this vital issue by engaging in the rulemaking petitioned for herein.

Accordingly, the Law Center strongly encourages the Board to promulgate a rule that clearly requires a finding of “direct and immediate” control in order to establish joint employer status. If adopted, the proposed rule set forth below will not only return the Board to the only joint employer interpretation that is permissible under the Act, but will do so in a transparent, democratic manner that will result in clarity and predictability for all stakeholders.

III. PROPOSED RULE

The Law Center respectfully petitions the Board to promulgate and issue the following rule, pursuant to the Board’s authority granted by Sections 6 and 9 of the Act:

“The Board may consider a person to be an employer in relation to an employee within the meaning of Section 2(2) of the National Labor Relations Act only if such person actually exercises direct and immediate control over the essential terms and conditions of the employment of such employee, and if the exercise of such control is more than limited and routine in nature.

“Essential terms and conditions of employment” shall mean the hiring, promotion, discipline and discharge of employees; determination of individual employee rates of pay and benefits; engaging in the day-to-day supervision of employees, and assigning to employees their individual work schedules, positions and tasks.

Essential terms and conditions of employment shall not include any of the following: actions, policies or programs intended (1) by any franchisor to maintain or enforce the brand protection standards required of persons who enter into franchising arrangements with such franchisor; (2) by any entity to implement or administer any social responsibility code or policy, including safety policies, with respect to suppliers, vendors or other entities with whom it has a business relationship; (3) by any entity to require compliance by its suppliers, vendors or other entity with whom it has a business relationship with any federal, state or local law, regulation or other legal requirement; (4) by any entity to establish time parameters when the activity or work in question is to be performed; (5) by any entity to establish quality or outcome standards for any

⁴ See “NLRB Chairman Provides Response to Senators Regarding Joint-Employer Inquiry,” June 5, 2018, available at <https://www.nlr.gov/news-outreach/news-story/nlr-chairman-provides-response-senators-regarding-joint-employer-inquiry>

activity or work performed for such entity; (6) by any entity to require an individual to wear any type of uniform or any other type of identification that mentions in any manner the entity for which the activity or work is being performed; (7) by any entity to maintain or enforce product, brand, or reputational protection standards for its products, goods or services; and (8) to implement third party delivery and courier services, or technology-based shared staffing applications (including, but not limited to, insurance, training, financing and leasing services).

In no event shall retained or reserved but unexercised control over essential terms and conditions of employment, or the exercise of indirect control over essential terms and conditions of employment, constitute or be evidence of joint employer status under the Act.”⁵

IV. STATEMENT IN SUPPORT OF RULEMAKING

A. *For Thirty Years Before BFI, The Board Applied A Clear And Appropriate Standard For Determining Joint Employer Status.*

For more than three decades before *BFI*, the Board provided stability in labor relations for all parties by applying a clear and appropriate standard for determining when two separate entities were joint employers under the Act. That standard required that each entity exert direct and significant control over the same employees such that they “share or codetermine those matters governing the essential terms and conditions of employment . . .” *TLI, Inc.*, 271 NLRB 798, 798 (1984). The Board applied that test by evaluating whether the putative joint employer “meaningfully affects matters relating to the employment relationship such as hiring, firing, discipline, supervision and direction” and whether that entity’s control over such matters is direct and immediate. *Id.*, (citing *Laerco Transp.*, 269 NLRB 324 (1984)).

By tying joint employer status to direct and immediate control over the fundamental aspects of the employment relationship — hiring, firing, discipline, supervision and direction — the Board’s pre-*BFI* standard ensures that the joint employer is actually involved in matters material to the scope of the Act, and is not merely engaged in a market relationship that may have an indirect impact upon employees. Additionally, by requiring that the control be direct and immediate, the standard assigns joint employer status only to those entities with the actual authority to impact the employment relationship, the singular focus and subject matter of the Act.

The standard articulated by the Board in *Laerco* and *TLI* is clear, rational and withstood the test of time for 30 years. Indeed, the Board’s direct control standard was “settled law” since 1984, until August 27, 2015. *See Airborne Express*, 338 NLRB 597, n.1 (2002). Over that span of years, the Board developed a coherent body of law from *Laerco* and *TLI* that elucidates the facts, circumstances and scenarios under which an entity becomes a joint employer.⁶ Reviewing

⁵ The language in this proposed rule is identical to the proposed language submitted by Petitioner jointly with the Association, CDW, and others.

⁶ *See, e.g., Aldworth Co.* 338 N.L.R.B. 137, 139-40 (2002) (affirming ALJ’s finding of joint employer relationship because “[biased upon a thorough review of the record, the judge determined that Respondents Aldworth and

courts likewise have adhered to the Board's bright-line test for decades.⁷ The stability and predictability provided by the Board's pre-BFI standard has allowed thousands of businesses, including restaurants, to structure their business relationships in a sensible and optimal fashion by entering into franchise agreements, for example, or by subcontracting discrete tasks to other companies with specialized expertise to provide services that would otherwise be far more difficult or costly. At the same time, that joint employer standard denied no employee the right to union representation granted by the Act, nor prevented any union from bargaining with the employer directly involved in setting the terms and conditions of employment in a workplace.

Dunkin' Donuts together share control over the hiring, firing, wages, benefits, discipline, supervision, direction and oversight of the truck drivers and warehouse employees and thereby meet the standard for joint employer status"); *Mar-Jam Supply Co.*, 337 N.L.R.B. 337, 342 (2001) (affirming finding of joint employment after analyzing all terms and conditions of employment and finding that putative employer directly hired and fired employees, solely supervised and directed the employees with regard to work assignments, time, attendance and leave, and disciplined the employees); *C. T Taylor Co.*, 342 N.L.R.B. 997, 998 (2004) (affirming finding of no joint employment where none of essential terms and conditions of employment were controlled by putative employer); *Mingo Logan Coal Co.*, 336 N.L.R.B. 83, 95 (2001) (stating that the putative joint employer meaningfully affected all five essential terms and conditions of employment); *Villa Maria Nursing and Rehab. Center, Inc.*, 335 N.L.R.B. 1345, 1350 (2001) (affirming finding of no joint employer relationship where "Villa Maria does not have any authority to hire, fire, suspend or otherwise discipline, transfer, promote or reward, or lay off or recall from layoff ServiceMaster's employees. Villa Maria does not evaluate them or address their grievances."); *Windemuller Elec., Inc.*, 306 N.L.R.B. 664, 666 (1992) (affirming ALJ's finding of joint employment based on facts that putative joint employer shared or co-determined hiring, firing, discipline, supervision and direction); *Quantum Resources Corp.*, 305 N.L.R.B. 759, 761 (1991) (affirming joint employer finding and specifically adding to Regional Director's decision that FP&L's control over hiring, discipline, discharge and direction "[t]ogether with the close supervisory relationship between FP&L and [contract] employees illustrate[s] FP&L's joint employer status"); *D&S Leasing, Inc.*, 299 N.L.R.B. 658, 659 (1990) (finding joint employment based on facts that putative joint employer shared or co-determined the hiring, firing, discipline, supervision and direction of contract employees); *G. Heileman Brewing Co.*, 290 N.L.R.B. 991, 1000 (1988) (affirming joint employer finding based on fact that G. Heileman shared or co-determined all five essential terms and conditions of its contract employees' employment, and in addition negotiated directly with the union); *Island Creek Coal*, 279 NLRB 858, 864 (1986) (no joint employer status because there was "absolutely no evidence in this record to indicate that the normal functions of an employer, the hiring, firing, the processing of grievances, the negotiations of contracts, the administration of contracts, the granting of vacations or leaves of absences, were in any way ever performed by [the putative joint employer])."

⁷ See, e.g., *SEIU Local 32BI v. NLRB*, 647 F.3d 435, 443 (2d Cir. 2011) (finding that supervision which is "limited and routine" in nature does not support a joint employer finding, and that supervision is generally considered "limited and routine" where a "supervisor's instructions consist primarily of telling employees what work to perform, or where and when to perform the work, but not how to perform the work.") (citation omitted); *AT&T v. NLRB*, 67 F.3d 446, 451 (2d Cir. 1995) (finding no joint employment where only one indicium of control (participating in the collective bargaining process) existed and there was no direct and immediate control over hiring and firing, discipline, supervision or records of hours, payroll, or insurance); *Holyoke Visiting Nurses Ass'n v. NLRB*, 11 F.3d 302, 307 (1st Cir. 1993) (finding joint employer status where the putative joint employer had "unfettered" power to refuse to hire certain employees, monitored the performance of referred employees, assumed day-to-day supervisory control over such employees, gave such employees their daily assignments, reports, supplies, and directions, and held itself out as the party whom employees could contact if they encountered a problem during the work day); *Carrier Corp. v. NLRB*, 768 F.2d 778, 781 (6th Cir. 1985) (finding joint employer status where the putative joint employer "exercised substantial day-to-day control over the drivers' working conditions," was consulted "over wages and fringe benefits for the drivers," and "had the authority to reject any driver that did not meet its standards" and to direct the actual employer to "remove any driver whose conduct was not in [the putative joint employer's] best interests.")

B. The BFI Standard For Determining Joint Employer Status Is Amorphous And Contrary To The Language, Legislative Intent And Fundamental Policies Of The Act.

As the Supreme Court has opined, “[a] fundamental principle in our legal system is that laws which regulate persons or entities must give fair notice of conduct that is forbidden or required.” *FCC v. Fox Television Stations, Inc.*, 132 S. Ct. 2307, 2317-18 (2012) (holding due process required fair notice even when regulations imposed no criminal penalty or monetary liability). Inherent in the notion of due process is the requirement that the obligation be clear enough that citizens can reasonably ascertain to whom it applies.

The “standard” the Board adopted in *BFI*, however, merely provides for the NLRB to make post-hoc conclusions drawn after results-oriented inquiries. It fails to explain how the common law test — which was never developed to resolve disputes about which entity was an individual’s employer — is to be applied to any of the numerous business arrangements that pervade our economy, much less, how any particular factor is to be weighed. Absent such guidance, that standard fails to provide the notice required by due process.

1. The BFI Standard Violates The Clear Provisions And Dictates Of The Act.

Although the Supreme Court has never defined the term “employer” under the Act, it has made it abundantly clear that an employment relationship is defined by direct supervision of the putative employee. *Allied Chemical & Alkali Workers of Am., Local Union No. 1 v. Pittsburgh Plate Glass Co.*, 404 U.S. 157, 167-68 (1971). And in *Allied Chemical*, the Court rejected the Board’s attempt to expand the definition of the term “employee” beyond its ordinary meaning, observing that

“It must be presumed that when Congress passed the Labor Act, it intended words it used to have the meanings that they had when Congress passed the act, not new meanings that, 9 years later, the Labor Board might think up. . . . “Employees” work for wages or salaries under direct supervision. . . . It is inconceivable that Congress, when it passed the act, authorized the Board to give to every word in the act whatever meaning it wished. On the contrary, Congress intended then, and it intends now, that the Board give to words not far-fetched meanings, but ordinary meanings.”

Id. at 167-68 (quoting H.R. Rep. No. 245, at 18, 80th Cong., 1st Sess. (1947) (emphasis in original)). Just as the Board cannot define the term “employee” in a manner inconsistent with its ordinary meaning, it cannot adopt a “far-fetched” definition of “employer” that dramatically expands it by eliminating the fundamental touchstone of an employer-employee relationship; namely, direct control of the employee.⁸ *Cf. NLRB v. Lundy Packing Co.*, 68 F.3d 1577 (6th Cir.

⁸ Similarly, Congress limited the Board’s ability to certify a unit of employees employed by more than one company in requiring that all employees in a unit be employed by a single employer. *Oakwood Care Ctr.*, 343 NLRB 659 (2004). Obviously, had Congress intended to allow for the certification of a unit of workers with different employers, it would have done so by simply adding the two words, “or employers,” to Section 9(b). As noted above,

1995) (“The deference owed the Board . . . will not extend, however, to the point where the boundaries of the Act are plainly breached.”). If Congress meant “employee” to be defined by the fact that the individual is directly controlled by the employer, it is axiomatic that Congress meant “employer” to be the person who directly controls the employee. Moreover, the Act clearly limits the certification of any bargaining unit to employees of a single employer. Although the Board has developed the fiction of a single, joint employer, to be consistent with the dictates of the Act, its approach in *BFI* is utterly inconsistent with the clear language of the Act and its policies and purposes.

2. The *BFI* Joint-Employer Test, In Practice, Undermines The Act’s Purpose Of Encouraging Effective Bargaining.

When Congress adopted the Act, it made clear its primary purpose was to “encourag[e] the practice and procedure of collective bargaining.” 29 U.S.C. § 151. The purpose of the Act today is not merely to encourage collective bargaining for its own sake but, rather, to encourage collective bargaining that can meaningfully address the workplace concerns of a group of an employer’s employees that shares a community of interest.

The Board failed, in *BFI*, to recognize the obstacles created by forcing two different businesses to bargain over the terms of employment for a group of employees only one of them directly controls. Proposed contract terms that might be crucial to one of the joint employers, and for which it might be willing to make significant concessions, might be irrelevant to, or contrary to the interests of, the other. Viewed in practical terms, the Board’s *BFI* standard is plainly intended, and will inevitably result in changes in the way businesses negotiate with one another and structure their own *business relationship*, far more than it will facilitate how an employer and its employees negotiate and order their employment relationship. Congress has made the latter the focus of the Act and its regulation the proper function of the Board. Congress, however, in no way has authorized the Board to unnecessarily interfere, impair, or invalidate business to business relationships. Yet, under the *BFI* standard, a general contractor easily could be deemed the joint employer of its subcontractor’s employees and, if the subcontractor’s employees are unionized, the general contractor—and now joint employer—could be limited in terminating its relationship with the subcontractor, and have an obligation to bargain with the union before doing so.

C. A “Direct and Immediate” Joint Employer Standard Would Benefit Restaurant Industry Stakeholders.

The *BFI* joint employer standard upends the traditional relationship between franchisor restaurants and their franchisee owner-operators. Prior to *BFI*, the franchising model functioned as an arms-length business relationship that benefited both franchisors and franchisees. The

the Board has overcome this limitation by utilizing the fictional “joint employer” entity. That fiction, as it has been applied historically, may be consistent with Congressional intent. But the fiction that two wholly separate companies constitute a “joint employer” entity cannot be legitimately extended as far as the Board directs in *BFI* such that it includes as a joint employer any entity that has the right to control some terms and conditions of another’s employees without ever having exercised that right. Such a definition is inconsistent with any reasonable interpretation of what Congress meant by using the singular term, “the employer,” in the Act.

franchisor restaurant would set standards to maintain brand uniformity, such as what food is served and how it is prepared.⁹ On the other hand, the day to day operation – who to hire/fire, business hours, setting wages and schedules – would be entirely within the control of the franchisee.¹⁰ The Board’s traditional “direct and immediate” joint employer standard allowed this business model to thrive, and has therefore “helped this economy create millions of restaurant jobs through the franchisor/franchisee model.”¹¹

Unfortunately, the franchise model in the restaurant industry has become much more uncertain under the *BFI* joint employer standard, as businesses agonize over how much reserved or potential control could trigger a finding of joint employer status. This uncertainty and increased liability has led to a dramatic rise in operational costs at certain franchise restaurants.

For example, prior to *BFI*, it was common for franchisors to deliver free employment-related assistance to franchisees – such as providing training, recruitment materials, employee handbooks, or educational materials on new pertinent regulations. Now, because some franchisors are concerned that providing these materials could trigger joint employer liability, some franchisees are forced to pay out of pocket for these services.¹² This is money that cannot be spent reinvesting in the franchisee’s restaurant, hiring new workers, or granting wage increases. In this way, the *BFI* joint employer standard harms restaurant owners and employees alike.

The Law Center’s proposed “direct and immediate” joint employer rule strikes the right balance by allowing the franchisor restaurant the ability to monitor and oversee the performance of its franchisees, while ensuring that the franchisor is not held liable for workplaces over which they have little or no control. The Law Center’s proposed rule will provide certainty and predictability for restaurant owners, and provide them with the confidence to reinvest capital back in their businesses and their employees.

D. A “Direct and Immediate” Joint Employer Standard Would Also Encourage Public-Private Initiatives to Train Tomorrow’s Workforce.

The Association’s Educational Foundation has been a partner of the U.S. Department of Labor for years and recently agreed to expand apprenticeships throughout the country in an effort

⁹ See Andrew F. Puzder. *Testimony on What Should Workers and Employers Expect Next From the National Labor Relations Board?*, before the U.S. House Subcommittee on Health, Employment, Labor, and Pensions. (June 24, 2014)(“As the franchisor, we set the performance standard in terms of product quality, appearance of the restaurant, and guest experience.”). Available at https://edworkforce.house.gov/uploadedfiles/puzder_testimony_revised.pdf

¹⁰ See Jerry Reese. *Testimony on Redefining Joint Employer Standards: Barriers to Job Creation and Entrepreneurship*, before the U.S. House Committee on Education and the Workforce. (July 12, 2017)(“At Dat Dog, we provide our franchisees a certain level of independence with which they can operate their business, allowing them to offer flexible concepts for their restaurants, like indoor/outdoor dining, areas for live music, beer gardens or art markets.”). Available at: https://edworkforce.house.gov/UploadedFiles/Reese_-_Testimony.pdf

¹¹ See letter from Angelo I. Amador, Vice President, National Restaurant Association, to David P. Roe, Chairman, Health, Employment, Labor, and Pensions Subcommittee, Committee on Education and the Workforce, U.S. House of Representatives (June 24, 2014), available at http://www.restaurant.org/Downloads/PDFs/advocacy/20140624Statement_on_NLRB_Joint-Employer

¹² See Tamra Kennedy. *Testimony on H.R. 3441, the Save Local Business Act*, before the Subcommittees on Workforce Protections and Health, Employment, Labor and Pensions. (September 13, 2017).

to fill the “skills gap.” Specifically, the Educational Foundation has a \$1.8M contract with the U.S. Department of Labor to create the first ever apprenticeship program for the hospitality industry.

Furthermore, on June 15, 2017, the President issued an Executive Order on “Expanding Apprenticeships in America” that called on the Secretary of Labor to create a Task Force on Apprenticeship Expansion to “identify strategies and proposals to promote apprenticeships, especially in sectors where apprenticeship programs are insufficient.”¹³ Dawn Sweeney, President and CEO of the Association is one of the Task Force members chosen because she “understands that expanding apprenticeships is essential not only to our economy, but to put more Americans on the path to good, safe, family-sustaining careers.”¹⁴

This is all part of the industry’s ongoing effort to help fill the “skills gap” and develop the next generation of restaurant and hospitality employees into successful managers and executives. Under the current *BFI* joint employment standard, there is a looming threat, unfortunately, to franchise businesses and the apprenticeship opportunities they offer that may force franchisors to reconsider allowing franchisees to participate in apprenticeship programs. Indirect control could mean as little as a franchisor allowing franchisees to participate in industry-recognized apprenticeship opportunities. Shrinking, instead of expanding, apprenticeships, would have a negative impact on current and future employees, who will now have one less tool to help them with upward mobility.

The Law Center’s proposed “direct and immediate” joint employer rule creates the clarity needed to allow franchisors the ability to give franchisees the freedom to participate in industry-recognized apprenticeships without fear of creating an additional level of liability for workplaces over which they have little or no control. The Law Center’s proposed rule supports the Task Force’s goal of “expanding apprenticeships broadly over the next five years”¹⁵ by encouraging wide participation in industry-recognized programs.

E. Rulemaking Provides Transparency, Legal Clarity, and Stability for All Stakeholders.

While the Law Center encourages the Board to continue to adjudicate joint employer cases, the rulemaking process is particularly appropriate for addressing this matter. One common criticism of the Board is the policy oscillation that accompanies the often-shifting political control of the agency.¹⁶ Indeed, effectuating policy through adjudication allows “new” Boards to rather easily reverse decisions made by “old” Boards. This practice creates uncertainty for

¹³ More information on the Task Force and the Executive Order can be found at <https://www.dol.gov/apprenticeship/task-force.htm> (Viewed on June 14, 2018).

¹⁴ *Id.*

¹⁵ *Id.*

¹⁶ R. Alexander Acosta, *Rebuilding the Board: An Argument for Structural Change, Over Policy Prescriptions, at the NLRB*, 5 FIU L. Rev. 347 (2010) (“A common criticism is that the caselaw oscillation, a.k.a. flip-flops, plagues Board law. As a matter of policy, these flip-flops reduce public and judicial confidence in the Board. In practice, this oscillation also reduces both management and labor’s reliance on Board law because neither side is sure what the future will hold.”). Available at: <http://collections.law.fiu.edu/lawreview/vol5/iss2/7>

stakeholders and can make it particularly difficult for businesses and labor unions to set long term planning goals.¹⁷

A regulation, on the other hand, can be long-lasting and provide stakeholders with reasonable certainty that the law won't change at the spur of the moment. Similarly, the robust public notice and comment process provides reviewing courts with guidance on the meaning and intention of the rule, which ultimately will provide more clarity and uniformity for employees, unions and employers.

Indeed, the alternative to rulemaking – adjudication – can result in “gotcha” policymaking in which the Board determines that a party's conduct violates the Act, even though such conduct was lawful at the time it occurred. Conversely, rulemaking has the advantage of applying prospectively, so stakeholders can understand ahead of time what conduct may or may not violate the Act. Rulemaking also has the advantage of affording the issuing agency time to prepare and educate the public through, among other things, webinars, FAQ, and compliance toolkits. For restaurants making long-term planning decisions, the predictability of a regulation will be highly beneficial.

Another benefit to engaging in joint employer rulemaking is that any final rule will enjoy the benefit of a robust and transparent comment process. While the Board solicited *amicus* briefs from the public prior to issuance of *BFI*, notice and comment rulemaking has the ability to solicit even greater feedback. As Chairman Ring noted, “notice-and-comment rulemaking offers the best vehicle to fully consider all views on what the standard ought to be.”¹⁸

Finally, even when the Board establishes a new policy through adjudication, these decisions can be lengthy and complex, and often contain intricate fact patterns and sophisticated legal analyses. Stakeholders are then left to wonder how to apply the holding of the case to the real world. This problem is inherent in the *BFI* case itself, which – as noted above – provides no guidance as what type or how much control could trigger joint employer liability.¹⁹ This very uncertainty of how the *BFI* criteria could be applied raises serious concerns in the restaurant and food service business community about how future workplace contractual relationships between two or more employers should be structured. A joint employer regulation, on the other hand, can set forth clear parameters, distilled from comments submitted by the public, which can be easily understood and applied by all stakeholders.

V. CONCLUSION

The rationale that led the Board, three decades ago, to adopt a direct control standard remains fully applicable today. No new facts or industrial developments justify abandoning that test, and the language, legislative history and purpose of the Act militate against the purported

¹⁷ As just one example, restaurant leases are often run for five to 10 years, or even longer. When the law has the potential to change – maybe even multiple times – during the life of such a lease, it raises serious concerns for the contracting parties and can result in added legal costs if the lease requires subsequent changes.

¹⁸ See “NLRB Considering Rulemaking to Address Joint-Employer Standard,” May 9, 2018, available at <https://www.nlrb.gov/news-outreach/news-story/nlrb-considering-rulemaking-address-joint-employer-standard>


¹⁹ Slip op. at 25 (“However, the majority fails to provide any guidance as to what control, under what circumstances, would be insufficient to establish joint-employer status.”)

“standard” the Board adopted in *BFI*, which has created massive uncertainty throughout the restaurant and food service industries. The Board’s adoption of the *BFI* standard is particularly troubling given that it creates a host of practical and legal issues without recognizing them, much less addressing them or providing guidance as to how the amorphous standard might apply. Joint employer rulemaking can restore the standard for determining when a particular group of workers is, for purposes of the Act, jointly employed by more than one company. The Board should act quickly through the rulemaking process to restore the labor stability that existed prior to the *BFI* decision.

Respectfully submitted this 18th day of June, 2018.

Petitioner: Restaurant Law Center

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NLRB
ORDER SECTION

APPENDIX 4

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

Re: The Standard for Determining Joint-Employer Status

RIN 3142-AA13

UNIONS' MOTION TO SUSPEND RULEMAKING PROCEEDING

The American Federation of Labor and Congress of Industrial Organizations (AFL-CIO), the American Federation of Teachers (AFT), the Communications Workers of America, AFL-CIO (CWA), the International Brotherhood of Teamsters (IBT), the International Union of Operating Engineers, AFL-CIO (IUOE), the Service Employees International Union (SEIU), the United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, AFL-CIO (UA), and the United Steelworkers of America (USW) (hereinafter "the Unions") hereby move the Board:

1. To suspend the rulemaking proceedings initiated by the Notice of Proposed Rule Making (NPRM) concerning "The Standard for Determining Joint-Employer Status." 83 Fed. Reg. 46681 (Sept. 14, 2018), pending the decision in *Browning-Ferris Industries of California, Inc. v. NLRB*, No. 16-1063, 16-1064 (D.C. Cir. Dec. 28, 2018), becoming final, *i.e.*, pending the running of the time for a motion for reconsideration or reconsideration en banc or a petition for a writ of certiorari or, in the alternative, until such a motion or petition is finally disposed of.
2. When the *Browning-Ferris* decision becomes final, to withdraw the NPRM or, in the alternative, to extend the comment period for a period of 60 days from the date on which the decision becomes final in order to permit all interested parties to address the decision in their comments.

In support of this motion, the Unions state:

Each of the unions had intended to file comments on the proposed rule.

The D.C. Circuit's decision in *Browning-Ferris* removes the foundation of the proposed rule. The NPRM suggests that the Board wrongly decided *Browning-Ferris*, 362 NLRB No. 186 (2015), and that the decision should be overturned in a final rule. 83 Fed. Reg. at 46,686–87. But the D.C. Circuit held, “we affirm the Board’s articulation of the joint-employer test as including consideration of both an employer’s reserved right to control and its indirect control over employees’ terms and conditions of employment.” *Browning-Ferris*, slip op. at 4. The court could not have been clearer in instructing that “[t]he Board’s rulemaking . . . must color within the common-law lines identified by the judiciary.” *Id.* at 21.

The Board should not proceed with the rulemaking proceeding and require interested parties to file comments when they are currently due—on January 14, 2019—when, at that time, it will not yet be known whether any party in *Browning-Ferris* will file a motion for reconsideration or reconsideration en banc or a petition for a writ of certiorari and any such motion or petition will certainly not yet have been ruled on. Interested parties should not be required to file comments until the decision in *Browning-Ferris* is final and not subject to any form of reconsideration or direct review.

Moreover, when the decision in *Browning-Ferris* becomes final, the Board should withdraw the NPRM because the decision removes the foundation from under the two, central elements of the proposed rule. First, the proposed rule would preclude consideration of reserved control and require that the putative joint employer “possess and actually exercise” control over employees’ terms and conditions of employment. 83 Fed. Reg. at 46,696. But the D.C. Circuit held that “the right-to-control element of the Board’s joint-employer standard has deep roots in

the common law.” *Browning-Ferris*, slip op. at 4. Second, the proposed rule would preclude consideration of indirect control and require that the putative joint employer exercise “direct and immediate” control over employees’ terms and conditions of employment. 83 Fed. Reg. at 46,696. But the D.C. Circuit held that “[t]he common law . . . permits consideration of those forms of indirect control that play a relevant part in determining the essential terms and conditions of employment.” *Browning-Ferris*, slip op. at 4. “The Board also correctly determined that the common-law inquiry is not woodenly confined to indicia of direct and immediate control; an employer’s indirect control over employees can be a relevant consideration.” *Id.* at 23.

The D.C. Circuit’s decision in *Browning-Ferris* also requires that the Board address matters that are not addressed in any manner in the NPRM. Specifically, the decision requires that the Board “differentiate between those aspects of indirect control relevant to status as an employer, and those quotidian aspects of common-law third-party contract relationships.” *Id.* at 45. The NPRM did not address this issue because it proposed to wholly discount indirect control. But the D.C. Circuit has now required that the Board “erect some legal scaffolding that keeps the [indirect control] inquiry within traditional common-law bounds and recognizes that ‘[s]ome such supervision is inherent in any joint undertaking, and does not make the contributing contractors employees.’” *Id.* at 46 (quoting *Radio City Music Hall Corp. v. United States*, 135 F.2d 715, 718 (2d Cir. 1943) (L. Hand, J.)).

In addition, the D.C. Circuit has now required that the Board “clarify what ‘meaningful collective bargaining’ might require in an arrangement like this,” *i.e.*, a joint employer arrangement. *Id.* at 49. Again, the NPRM did not address this issue because it proposed wholly abandoning the *Browning-Ferris* standard. But the D.C. Circuit has now required that, if the

Board retains this element of the test (which the Court did not hold was required by the common law or the NLRA), it must “clarify what ‘meaningful collective bargaining’ entails and how it works in this setting.” *Id.*

The Board cannot proceed with the proposed rule when its central elements have been rejected by the D.C. Circuit, particularly since the court held that it will not defer in any manner to the Board’s interpretation of the common law. *Browning-Ferris*, slip op. at 17–23. Moreover, the Board cannot alter the proposed rule in a final rule in an attempt to conform to the D.C. Circuit’s holding, as such a final rule would not be a “logical outgrowth” of the proposed rule. *Small Refiner Lead Phase-Down Task Force v. EPA*, 705 F.2d 506, 543 (D.C. Cir. 1983). In *Daimler Trucks North America, LLC v. EPA*, 737 F.3d 95 (D.C. Cir. 2013), for example, the D.C. Circuit held that a final rule was not the logical outgrowth of the proposed rule because the court could not conclude “that petitioners, ‘ex ante, should have anticipated the changes to be made in the course of the [2012] rulemaking.’” *Id.* at 103 (alteration in original) (quoting *City of Waukesha v. EPA*, 320 F.3d 228, 246 (D.C. Cir. 2003)). The same is true here. The Board must make changes to its proposal in light of the decision in *Browning-Ferris*, and interested parties cannot anticipate and meaningfully comment on those changes at this time.

Indeed, to proceed with the current rulemaking and adopt a rule that is necessarily radically different from the proposal would be unfair to interested parties and would not permit the type of meaningful comment the APA was intended to produce. As the D.C. Circuit has explained, “[a]gency notice must describe the range of alternatives being considered with reasonable specificity. Otherwise, interested parties will not know what to comment on, and notice will not lead to better-informed agency decisionmaking.” *Small Refiner*, 705 F.2d at 549.

Thus, the Board should not proceed with the current rulemaking proceedings. Rather, the Board should withdraw the NPRM and, if it continues to believe that rulemaking is appropriate in this area, formulate a new proposal responsive to the D.C. Circuit's decision in *Browning-Ferris*. In the alternative, at a minimum, if the Board decides to proceed with the current rulemaking proceeding after the decision in *Browning-Ferris* becomes final, it should resume the proceedings at that point and provide interested parties 60 days from the date of the resumption to file comments addressing the proposal and the decision in *Browning-Ferris*.

Conclusion

For the above-stated reasons, the Unions request that the Board suspend the rulemaking proceeding until the D.C. Circuit's *Browning-Ferris* decision is final and no longer subject to any form of reconsideration or direct review and then withdraw the NPRM.

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